

EXHIBIT 51

Acquisition Process Under the URA*

*Uniform Relocation Act Rules Effective 4/2/89 (HUD Handbook 1378)

Note: Paragraph numbers refer to HUD Handbook 1378.

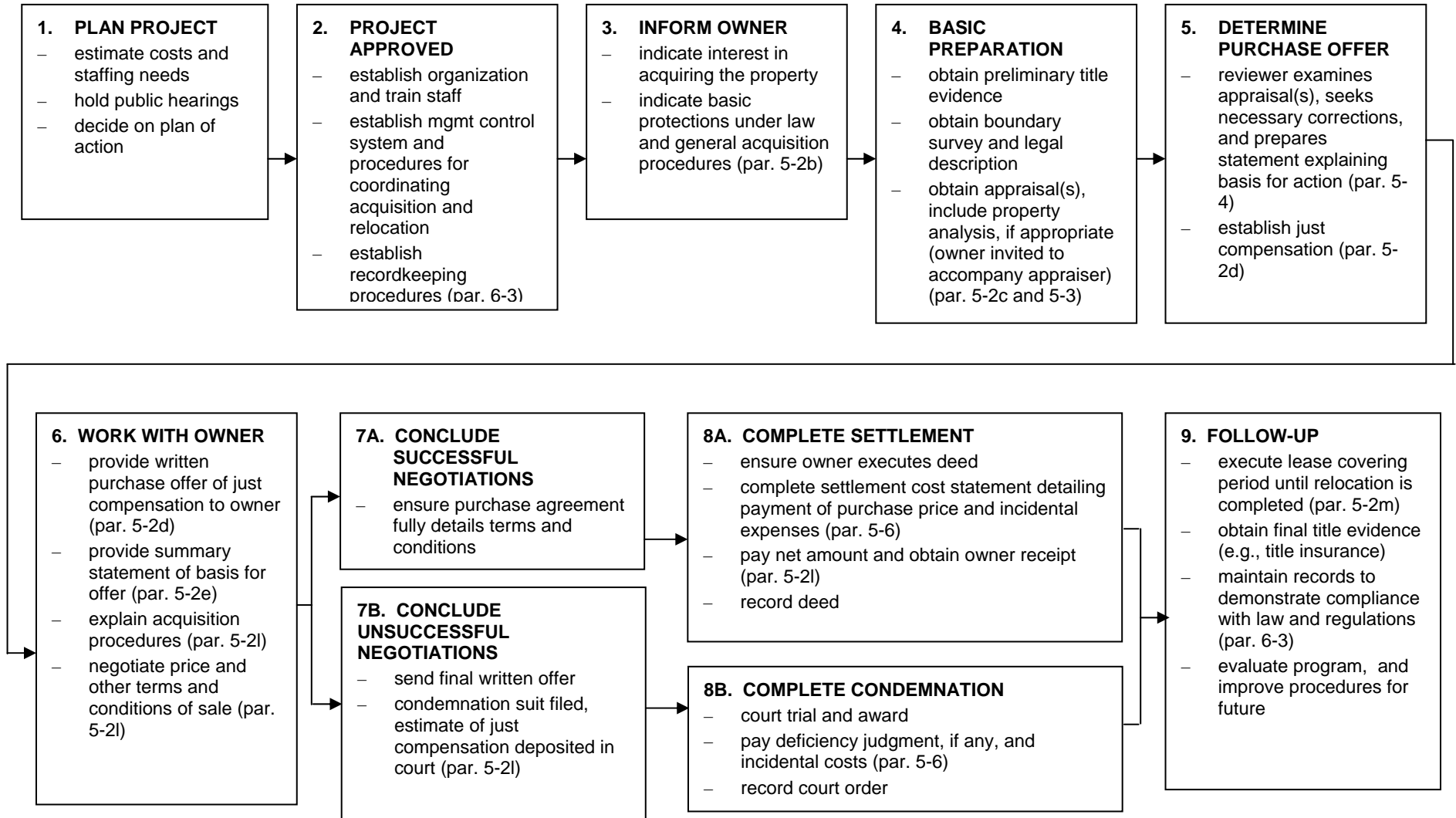


EXHIBIT 52

PRELIMINARY ACQUISITION NOTICE/HUD BROCHURE

May 19, 2003

Ms. Elizabeth Burtoness
22 Hollywood Ave
Anytown, Missouri 65018

RE: 2003-ND-21 (Anytown)

Dear Ms. Burtoness:

This is to inform you that the City of Anytown has determined to acquire your property at 222 Hollywood Avenue (Lot 8, Square 6, Palmer Extension) as part of our Community Development Block Grant neighborhood development project. Your parcel will be used for the construction of a new single-family house.

A brochure describing your rights and the city's procedures for acquiring property is enclosed. You are entitled to an amount for "just compensation" for your property. To determine that amount those procedures require that the city hire an independent appraiser to appraise the value of your property. You have the right to accompany the appraiser during the inspection of your property. A letter inviting you to accompany the appraiser will be sent by that appraiser at least five days prior to the inspection.

If you have any questions regarding the above information, please call our grant administrator, Grant. R. Us, at City Hall at (555) 441-4111.

Sincerely,

Carmen Grantee
Mayor

C: Grant R. Us

Enclosure: When a Public Agency Acquires Your Property

EXHIBIT 53

**PRELIMINARY ACQUISITION NOTICE/
DONATION OF EASEMENT**

May 19, 2001

U.B. Property Owner
700 North Club Street
Anytown, Missouri 64444

RE: 2001-PF-50 (Anytown)

Dear U.B. Owner:

This is to inform you that the City of Anytown has determined to acquire a permanent easement from you to be used to construct a sewer line across your property as part of our Community Development Block Grant sewer line extension project.

A brochure describing your rights and the city's procedures for acquiring property is enclosed. You have a right to "just compensation" based on an appraisal. The procedures require that the city hire an independent appraiser to appraise the value of the easement. You have the right to accompany the appraiser during the inspection of the property. A letter inviting you to accompany the appraiser will be sent by that appraiser at least five days prior to the inspection. However, where the value of the easement is estimated to be \$10,000 or less, the determination of value may be based on a review of available data, rather than by an appraisal.

However, please note that in the last paragraph of the brochure, a property owner may donate their property. In order to make this project more cost efficient, we are asking you to donate the easement for the sewer line. We have enclosed a waiver of just compensation and donation form for you to review and to sign. If you decide to donate, please contact the city's grant administrator, Grants R Us, to make an appointment for your donation. Because the form does require a notarized signature, our grant administrator will provide a notary public to notarize your signature.

If you have any questions regarding this acquisition, please call the city's grant administrator, Grants R Us, at 444-444-4444.

Very truly yours,

Malcolm Mayor

cc Grants R Us

Enclosures: When a Public Agency Acquires Your Property
Donation of Easement/Waiver form

EXHIBIT 54

WHEN A PUBLIC AGENCY ACQUIRES YOUR PROPERTY

**U.S. Department of Housing
and Urban Development**
Office of Community Planning
and Development

www.hud.gov/relocation

Introduction

This booklet describes important features of the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended (URA) and provides general information about public acquisition of real property (real estate) that should be useful to you.

Most acquisitions of real property by a public agency for a Federal project or a project in which Federal funds are used are covered by the URA. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

This booklet may not answer all of your questions. If you have more questions about the acquisition of your property, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you sell your property. Afterwards, it may be too late.

General Questions

What Right Has Any Public Agency To Acquire My Property?

The Federal Government and every State government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner. The URA provides additional protections, as explained in this booklet.

Who Made The Decision To Buy My Property?

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Agency which is responsible for the

project.

How Will The Agency Determine How Much To Offer Me For My Property?

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and prepare a report that includes his or her professional opinion of its current fair market value. After the appraiser has completed his work, a review appraiser will examine the appraisal report to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

What Is Fair Market Value?

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

How Does An Appraiser Determine The Fair Market Value Of My Property?

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much rental income it could produce.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.

Will I Have A Chance To Talk To The Appraiser?

Yes. You will be contacted and given the opportunity to accompany the appraiser on his or her inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

How Soon Will I Receive A Written Purchase Offer?

Generally, this will depend on the amount of work required to appraise your property. In the case of a typical single-family house, it is usually possible to make a written purchase offer within 45 to 60 days of the date an appraiser is selected to appraise the property.

Promptly after the appraisal has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.
- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)
- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer (e.g., a tenant-owned improvement), it will be so identified.)

Must I Accept The Agency's Offer?

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, the offer price will be increased.

May Someone Represent Me During Negotiations?

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the URA does not require the Agency to pay the costs of such representation.

If I Reach Agreement With The Agency, How Soon Will I Be Paid?

If you reach a satisfactory agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally,

this should be possible within 30 to 60 days after you sign a purchase contract. If the title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

What Happens If I Don't Agree To The Agency's Purchase Offer?

If you are unable to reach an agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

An Agency may also decide not to buy your property, if it cannot reach agreement on a price, and find another property to buy instead.

What Happens After The Agency Condemns My Property?

You will be notified of the action. Condemnation procedures vary, and the Agency will explain the procedures which apply in your case.

Generally, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

What Can I Do If I Am Not Satisfied With The Court's Determination?

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

Will I Have To Pay Any Closing Costs?

You will be responsible for the payment of the balance on any mortgage and other liens on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.
- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid--usually at the time of closing. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

May I Keep Any Of The Buildings Or Other Improvements On My Property?

Very often, many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

Can The Agency Take Only A Part Of My Property?

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

Occasionally, a public project will increase the value of the part which is not acquired by the Agency. Under some eminent domain laws, the amount of such increase in value is deducted from the purchase payment the owner would otherwise receive.

Will I Have To Pay Rent To The Agency After My Property Is Acquired?

If you remain on the property after the acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of comparable properties in the area.

How Soon Must I Move?

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your home, you will not be required to move before a comparable replacement home is available to you.

Will I Receive Relocation Assistance?

Title II of the URA requires that certain relocation payments and other assistance must be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of a project that is covered by the URA.

The Agency will furnish you a full explanation of any relocation assistance to which you may be entitled. If you have any questions about such assistance, please contact the Agency. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the sale or condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

I'm A Veteran. How About My VA Loan?

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

Is It Possible To Donate Property?

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

Additional Information

If you have any questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative.

Agency:

Address:

Office Hours:

Telephone Number:

Person to Contact:

EXHIBIT 54B

Departamento de Vivienda y Desarrollo Urbano de EE.UU.
Oficina de Planificación y Desarrollo Comunitario
www.HUD.GOV/Relocation

CUANDO UNA AGENCIA PÚBLICA ADQUIERE SU PROPIEDAD

Introducción

Este folleto describe aspectos importantes de la Ley de Política Uniforme de Asistencia para la Reubicación y Adquisición de Propiedades Inmuebles de 1970 y sus reformas (URA, siglas en inglés) y brinda información general acerca de la adquisición pública de bienes inmuebles (bienes raíces) que debería serle útil.

La mayoría de las adquisiciones de bienes inmuebles por una agencia pública para un proyecto federal o un proyecto en el cual se utilizan fondos federales están cubiertas por la URA. Si se le notifica que su propiedad será adquirida para un proyecto como ése, es importante que conozca sus derechos según esta ley importante.

Es posible que este folleto no conteste todas las preguntas que usted pueda tener. Si tiene más preguntas acerca de la adquisición de su propiedad, póngase en contacto con la Agencia responsable del proyecto. Haga sus preguntas antes de vender su propiedad. Después de eso, podrá ser demasiado tarde.

Preguntas Generales

¿Qué derecho tiene cualquier agencia pública a adquirir mi propiedad?

El Gobierno Federal y cualquier gobierno estatal tienen ciertas facultades que son necesarias para que funcionen eficazmente. Por ejemplo, tienen la facultad para establecer impuestos y la facultad para mantener el orden. Otra facultad gubernamental es la facultad para adquirir propiedad privada para fines públicos. A esto se le conoce como la facultad de dominio eminente.

Sin embargo, los derechos de cada uno de nosotros están protegidos por la Quinta y Decimacuarta Enmiendas de la Constitución de los Estados Unidos y por constituciones y leyes de dominio eminente estatales que garantizan que si una agencia pública toma propiedad privada debe pagar "indemnización justa" al propietario. La URA proporciona protecciones adicionales, según se explica en este folleto.

¿Quién tomó la decisión de comprar mi propiedad?

Normalmente, muchas personas y muchas determinaciones están envueltas en la decisión de adquirir una propiedad para un proyecto público. La determinación definitiva de seguir adelante con el proyecto se toma solamente después de un análisis exhaustivo, el cual podrá incluir audiencias públicas para obtener las opiniones de ciudadanos interesados.

Si tiene cualquier pregunta acerca del proyecto o la selección de su propiedad para la adquisición, debe preguntarle a un representante de la Agencia responsable del proyecto.

¿Cómo determinará la Agencia cuánto ofrecerme por mi propiedad?

Antes de hacerle una oferta, la Agencia obtendrá por lo menos un avalúo de su propiedad realizado por un tasador de bienes inmuebles competente que esté familiarizado con los valores de propiedad locales. El tasador inspeccionará su propiedad y preparará un informe que incluye su opinión profesional sobre su valor justo en el mercado actual. Después de que el tasador haya completado su trabajo, un tasador de revisión examinará el informe sobre el avalúo para asegurar que el estimado sea justo y que el trabajo se conforme a las normas de avalúo profesional.

La Agencia debe ofrecerle "indemnización justa" por su propiedad. Esta cantidad no puede ser inferior al valor justo en el mercado avaluado de la propiedad. La "indemnización justa" para su propiedad no toma en cuenta sus necesidades de reubicación. Si usted es elegible para la asistencia para la reubicación, la misma será adicional.

¿Qué es el valor justo en el mercado?

El valor justo en el mercado se define a veces como aquella cantidad de dinero que, probablemente, se pagaría por una propiedad en una venta entre un vendedor dispuesto, quien no tiene que vender y un comprador dispuesto, quien no tiene que comprar. En algunas áreas, se podrá utilizar un término o definición diferente.

Por lo general, se considera que el valor justo en el mercado de una propiedad es "indemnización justa". El valor justo en el mercado no toma en cuenta elementos intangibles, tales como el valor sentimental, el crédito mercantil (good will), las ganancias de los negocios o cualquier valor especial que su propiedad pueda tener para usted o para la Agencia.

¿Cómo determina el tasador el valor justo en el mercado de mi propiedad?

Cada parcela de bienes inmuebles es diferente y, por lo tanto, no se puede idear una sola fórmula determinada para avaluar todas las propiedades. Los siguientes son algunos de los factores que el tasador considera típicamente al estimar el valor de bienes inmuebles:

- Cómo se compara la propiedad con propiedades similares en el área que se han vendido recientemente.
- Cuántos ingresos de alquiler podría producir.
- Cuánto costaría reproducir los edificios y otras estructuras, menos cualquier depreciación.

¿Tendré la oportunidad de hablar con el tasador?

Sí. A usted se le contactará y se le dará la oportunidad de acompañar al tasador cuando haga la inspección de su propiedad. En esa oportunidad, usted podrá informarle al tasador de cualquier característica especial que, a juicio suyo, podría aumentar el valor de su propiedad. Le conviene a usted suministrarle al tasador toda la información útil que pueda para asegurar que se tome en cuenta todo lo que tenga valor permisible. Si no puede reunirse con el tasador, quizás querrá que una persona que esté familiarizada con su propiedad lo represente.

¿Cuándo recibirá una oferta de compra por escrito?

Por lo general, esto dependerá de la cantidad de trabajo que se requiere para avaluar su propiedad. Tratándose de una casa típica para una sola familia, normalmente, es posible hacer una oferta de compra por escrito dentro de 45 a 60 días desde la fecha en la que se selecciona a un tasador para avaluar la propiedad.

Sin demora alguna después de que el avalúo haya sido revisado (y se hayan obtenido cualesquiera correcciones necesarias), la Agencia determinará la indemnización justa y le dará a usted una oferta de compra por escrito por esa cantidad, junto con una "declaración de resumen", explicando la base para la oferta. No se deberán celebrar negociaciones antes de que usted reciba la oferta de compra por escrito y la declaración de resumen.

¿Qué es la declaración de resumen de la base para la oferta de indemnización justa?

La declaración de resumen de la base para la oferta de indemnización justa incluirá:

- Una descripción exacta de la propiedad y el interés en la propiedad a ser adquirida.
- Una declaración de la cantidad ofrecida como indemnización justa. (Si se adquirirá sólo parte de la propiedad, se declararán por separado la indemnización para la parte que se adquirirá y la indemnización por daños, si los hubiere, a la parte restante.)
- Una lista de los edificios y otras mejoras cubiertas por la oferta. (Si hay un interés mantenido por separado en la propiedad que no le pertenece a usted y que no está cubierto por la oferta (por ej., una mejora que le pertenece a un inquilino), el mismo se identificará como tal.)

¿Estoy obligado a aceptar la oferta de la Agencia?

No. Usted tiene derecho a presentar sus pruebas en cuanto a la cantidad que, a su juicio, es el valor justo en el mercado de su propiedad y hacer sugerencias para cambiar los términos y condiciones de la oferta. La Agencia considerará sus pruebas y sugerencias.

Cuando se justifique plenamente con las pruebas de valor disponibles, se aumentará el precio de la oferta.

¿Puede representarme alguien durante las negociaciones?

Sí. Si le gustaría que un abogado u otra persona lo representara durante las negociaciones, por favor, infórmele a la Agencia. Sin embargo, la URA no exige que la Agencia pague los costos de tal representación.

Si llego a un acuerdo con la Agencia, ¿en cuánto tiempo se me pagará?

Si usted llega a un acuerdo satisfactorio para vender su propiedad y su calidad de propietario (título a la propiedad) es segura, el pago se hará en un momento aceptable mutuamente. Por lo general, esto debería ser posible dentro de 30 a 60 días después de que usted firme un contrato de compra. Si las pruebas de título obtenidas por la Agencia indican que es necesaria acción adicional para demostrar que su calidad de propietario es segura, es posible que pueda acelerar el pago ayudando a la Agencia a obtener las pruebas necesarias. (La prueba del título es básicamente un registro legal de su calidad de propietario de la propiedad. Identifica a los propietarios registrados y enumera los convenios restrictivos sobre la escritura y las hipotecas, gravámenes y otros instrumentos registrados que afectan a su calidad de propietario de la propiedad.)

¿Qué pasa si no estoy de acuerdo con la oferta de compra de la Agencia?

Si no puede llegar a un acuerdo a través de negociaciones, la Agencia podrá registrar una demanda en una corte para adquirir su propiedad a través de un proceso de dominio eminente. A los procesos de dominio eminente se les dicen a menudo expropiaciones forzosas (condemnations). Si su propiedad ha de ser adquirida por expropiación forzosa, la Agencia registrará la demanda de expropiación forzosa sin demora irrazonable.

La Agencia puede decidir no comprar su propiedad, si no se llega a un acuerdo en el precio, y encuentra otra propiedad para comprar.

¿Qué pasa después de que la Agencia expropia mi propiedad?

Se le notificará de la acción. Los procedimientos de expropiación forzosa varían y la Agencia explicará los procedimientos que se aplican en el caso suyo.

Por lo general, cuando una Agencia registra una demanda de expropiación, debe depositar con la corte (o en una cuenta de custodia) una cantidad que no sea inferior a su avalúo del valor justo en el mercado de la propiedad. Usted debe ser capaz de retirar esta cantidad, menos cualesquiera cantidades necesarias para pagar por completo cualquier hipoteca u otros gravámenes sobre la propiedad y resolver cualquier problema especial de pertenencia. El retiro de la parte del dinero que le corresponde a usted no afectará su derecho a procurar indemnización adicional por su propiedad.

Durante el proceso de expropiación forzosa, se le dará a usted una oportunidad para presentar sus pruebas en cuanto al valor de su propiedad. Por supuesto, la Agencia tendrá

el mismo derecho. Después de escuchar las pruebas presentadas todas las partes, la corte determinará la cantidad de la indemnización justa.

Si esa cantidad excede la cantidad depositada por la Agencia, se le pagará la diferencia a usted, más cualquier interés que pueda disponer la ley.

Para ayudarlo a presentar sus argumentos en un proceso de expropiación forzosa, es posible que quiera emplear a un abogado y un tasador. Sin embargo, en la mayoría de los casos, los costos de estos servicios profesionales y otros costos en que incurre un propietario al presentar sus argumentos ante la corte deben ser pagados por el propietario.

¿Qué puedo hacer si no quedo satisfecho con la determinación de la corte?

Si no queda satisfecho(a) con la sentencia de la corte, usted puede registrar una apelación ante la corte de apelaciones apropiada para el área en la cual está ubicada su propiedad. Si usted está considerando una apelación, se recomienda que verifique el plazo aplicable para registrar la apelación y consulte con su abogado sobre si usted tiene una base para la apelación. La Agencia podrá también registrar una apelación si cree que la cantidad de la sentencia es demasiado alta.

¿Tendré que pagar algún costo de cierre?

Usted será responsable del pago del saldo de cualquier hipoteca y otros gravámenes sobre su propiedad. Además, si su calidad de propietario no es segura, es posible que tenga que pagar el costo de hacerla segura. Pero la Agencia es responsable de todos los costos razonables y necesarios para:

- Servicios legales típicos y otros servicios necesarios para completar la venta, los costos de inscripción, los timbres fiscales, los impuestos de transferencia y cualesquier gastos similares que son incidentales a la transferencia a la Agencia del derecho de propiedad.
- Costos de penalidades y otros cargos relativos al prepago de cualquier hipoteca registrada sobre la propiedad que se celebró de buena fe.
- Impuestos sobre bienes inmuebles que cubran el período a partir de la fecha en la que la Agencia adquiere su propiedad.

Cuando sea posible, la Agencia hará las gestiones para pagar estos costos directamente. Si usted mismo debe incurrir en cualquiera de estos gastos, se le reembolsarán a usted — normalmente al momento del cierre. Si usted descubre posteriormente otros costos que se deberían reembolsar, debe solicitar de inmediato el reembolso de la Agencia. La Agencia le ayudará a registrar una reclamación. Por último, si usted cree que no se le reembolsó debidamente, puede apelar la decisión a la Agencia.

¿Puedo quedarme con algunos de los edificios o mejoras en mi propiedad?

Muy a menudo, la Agencia no requiere muchas o ninguna de las mejoras en la propiedad.

Esto podría incluir tales artículos como una repisa de chimenea, sus arbustos favoritos o incluso una casa entera. Si desea quedarse con cualquier mejora, por favor, infórmele a la Agencia tan pronto como sea posible.

Si hace las gestiones para quedarse con cualquier mejora, la Agencia deducirá sólo su valor de recuperación al precio de compra que usted recibiría de no ser por la mejora. (El valor de recuperación de un artículo es su precio de venta probable si se ofrece para la venta, a condición de que el comprador lo retire a sus propias expensas). Por supuesto, si usted hace las gestiones para quedarse con cualquier mejora de bienes inmuebles, usted no será elegible para recibir un pago por reubicación por el costo de mudarlo a una ubicación nueva.

¿Puede la Agencia tomar sólo parte de mi propiedad?

Sí. Sin embargo, si la compra de sólo parte de su propiedad reduce el valor de la(s) parte(s) que queda(n), a usted se le pagará por la pérdida en valor. Además, si cualquier parte que queda tendría poca o ninguna utilidad o valor para usted, la Agencia ofrecerá comprarle a usted esa parte que queda.

En ocasiones, un proyecto público aumentará el valor de la parte que no es adquirida por la Agencia. Según algunas leyes de dominio eminente, la cantidad de tal aumento en valor se deduce del pago de compra que el propietario recibiría de no ser por tal aumento en el valor.

¿Tendré que pagarle renta a la Agencia después de que se adquiriera mi propiedad?

Si usted se queda en la propiedad después de la adquisición, es posible que se le exija que pague una renta justa a la Agencia. Tal renta no excederá la renta en el mercado que se cobra para el uso de propiedades comparables en el área.

¿Cuándo debo mudarme?

De ser posible, se acordará una fecha mutuamente satisfactoria para la mudanza. A menos que haya una necesidad urgente para su propiedad (por ej., su ocupación presentaría una emergencia de salud o seguridad), no se le exigirá que se mude sin un aviso con por lo menos 90 días de anticipación.

Si usted llega a un acuerdo voluntario para vender su propiedad, no tendrá que mudarse antes de que reciba el precio de compra convenido.

Si la propiedad es adquirida por expropiación forzosa, no se le puede exigir que se mude antes de que el valor justo en el mercado estimado de la propiedad haya sido depositado con la corte para que usted pueda retirar la parte que le corresponde.

Si se le está desplazando de su hogar, no se le exigirá que se mude antes de que una vivienda comparable de reemplazo se encuentre disponible para usted.

¿Recibiré asistencia para la reubicación?

El Título II de la URA exige que ciertos pagos y otra asistencia para la reubicación deben ser proporcionados a familias, individuos, negocios, granjas y organizaciones no lucrativas cuando se les desplaza o sus bienes personales deben mudarse como resultado de un proyecto que está cubierto por la URA.

La Agencia le suministrará una explicación completa de cualquier asistencia para la reubicación a la que usted pueda tener derecho. Si tiene cualquier pregunta acerca de tal asistencia, por favor, póngase en contacto con la Agencia. A fin de que la Agencia cumpla con sus obligaciones de reubicación con usted, usted debe mantener a la Agencia informada de sus planes.

Mi propiedad vale más ahora. ¿Debo pagar impuestos sobre las ganancias de capital con respecto al aumento?

La Publicación 544 del Internal Revenue Service (IRS) explica cómo se aplicaría el impuesto federal sobre los ingresos a una ganancia o pérdida que resulte de la venta o expropiación forzosa de bienes inmuebles o su venta bajo la amenaza de expropiación forzosa, para fines públicos. Si tiene cualquier pregunta acerca de las reglas del IRS, se recomienda que consulte sus circunstancias específicas con su asesor personal de impuestos o con la oficina local del IRS.

Soy veterano. ¿Qué pasa con mi préstamo de la Administración de Beneficios para Veteranos (VA)?

Después de que se haya pagado su préstamo hipotecario para la vivienda otorgado por la VA, a usted se le permitirá obtener otro préstamo de la VA para comprar otra propiedad. Consulte tales procedimientos con su Oficina de la Administración de Beneficios para Veteranos más cercana.

¿Es posible donar propiedad?

Sí. Usted puede donar su propiedad o vendérsela a la Agencia por menos de su valor justo en el mercado. La Agencia debe obtener un avalúo de la propiedad y ofrecer indemnización justa por la misma, a menos que usted exima a la Agencia de estas obligaciones.

Información adicional

Si tiene más preguntas después de haber leído este folleto, póngase en contacto con la Agencia discuta sus preocupaciones con un representante de la Agencia.

Agencia:

Dirección:

Horario de oficina:

Número de teléfono:

Persona con quien se debe poner en contacto:

HUD-1041-CPD-1

Marzo 2005

(La edición previa está obsoleta)

EXHIBIT 55

WAIVER OF JUST COMPENSATION RIGHT ONLY

**WAIVER OF RIGHTS AND BENEFITS OF THE UNIFORM RELOCATION
ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (42
U.S.C. 4601)**

I, _____, as owner of title, understand that I am entitled to Just Compensation for my property. The _____ *(city/county/village)* has determined that the property is considered to have a fair market value of less than \$10,000.00. I agree with this determination and acknowledge that the _____ *(city/county/village)* is therefore under no obligation to provide a written appraisal of the following property described below:

(insert legal description of easement here)

I acknowledge receipt of the HUD brochure, "When A Public Agency Acquires Your Property." Based on an understanding of the rights and benefits provided under the Uniform Act, I hereby choose to waive all rights to Just Compensation and donate the property described above.

(Date)

Signature of Property Owner

Subscribed and sworn to before me this _____ day of _____, _____.

(Seal)

Notary

EXHIBIT 56

Waiver of Just Compensation and Appraisal Rights

WAIVER OF RIGHTS AND BENEFITS OF THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (42 U.S.C. 4601), based on appraisal

I, _____, as owner of title, understand that I am entitled to Just Compensation for my property based on an independent qualified appraisal under the Uniform Act.

I understand that just compensation to be \$ _____ based on appraisals provided by the City/County for the following property.

(Describe Property)

I hereby waive all my rights to Just Compensation and donate the property described above. I hereby acknowledge receipt of the HUD brochure "When a Public Agency Acquires Your Property."

(Date)

Signature of Property Owner

Subscribed and sworn to before me this ____ day of _____, ____.

(Seal)

Notary

Exhibit 57

Introduction

Community Development Block Grant (CDBG) funded water and sewer improvements usually involve the installation or replacing of utility lines on the properties of existing or future customers. The donation of easements for these lines is a cost saving mechanism to successfully provide your community with safe water or safe waste disposal. To familiarize you with the donation process, we have prepared this informational brochure.

The donation of an easement, where federal funds are involved in a project, are governed by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. It is commonly referred to as the Uniform Act. The procedures under the Act can be separated into five steps. They are:

1. Notice of Project
2. Notice of Uniform Act Rights
3. Donation & Recording Easement
4. Negotiation, if necessary
5. Eminent Domain, if necessary

Notice of Project

This easement brochure is your notice of our jointly funded CDBG public facility project and of our need for your easement as part of this project. To make the project more cost effective for all residents, you are respectfully asked to donate your easement for the benefit of this project.

Notice of Uniform Act Rights

Under the Uniform Act, an easement owner has three basic rights:

1. Just Compensation
2. Appraisal & Review Appraisal
3. Right to Accompany Appraiser

Appraisals are not required for easements valued under \$2,500, but a determination of market value must be made and documented.

Donations

An owner may donate their easement for this project after being informed of the above rights.

The donation procedure is a very important tool for public agencies, since most have limited resources. Often, the value of the easement donation is more than offset by the future benefits received by the owner from the publicly owned water or sewer utility that will be provided

Easement owners, after having been informed of their Uniform Act rights, are asked to waive those rights and to donate their easement to the project. After agreeing to donate, the easement owner will be asked to sign a Waiver of both Just Compensation and Appraisal rights, and to formally record the easement at the County Recorder of Deeds. The city, county, or district will pay recording fees.

Negotiation

Although an easement owner is not required to donate to receive the specific water or sewer service provided by the project, we strongly encourage donation for the public good. If you decide instead to request just compensation, you may accept the city's offer of just compensation based on either the appraisal or the determination of value, or make a counter offer. In fairness to both property owners and taxpayers, offers must be based on the facts and not on one's ability to negotiate. If you present additional facts or items of value that were not considered in any valuation or your property, an adjustment will be considered and a revised offer may be presented to you. If the amount of just compensation cannot be reached through negotiation, then the laws of condemnation/eminent domain will have to be exercised by the city, county, or district.

Condemnation/Eminent Domain

The state statutes allow a city, county, or district to acquire an easement by exercising their statutory right of condemnation. This process is initiated by the public agency filing a condemnation petition. If the court determines that the petition is proper, then three condemnation commissioners will be appointed to determine the value of the easement. The court-appointed commissioners, after considering the facts, make their determination of value and file their report with the clerk of

the court. After their report is filed with the court, the local public agency must deposit the amount established by the commissioners with the circuit clerk. Exceptions to the commission's easement value may be filed by either the property owner or the public entity within 10-days of the filing the report, otherwise their amount of just compensation becomes final.

Conclusion

We strongly encourage you to donate your easement for the success of this project. Your donation will result in a more cost-effective public benefit to you and all of the users of this public facility project.

If you have any additional questions after reading this brochure, please contact the organization listed below:

Agency: _____

Address: _____

Office Hours: _____

Telephone Number: _____

Contact Person: _____

State of Missouri Department of Economic Development State CDBG Program

Project Easements

For: _____
(Title of project Grantee or District)

Funded by: _____

(Grantee, District, CDBG, RD, DNR)

Feb 2002

EXHIBIT 58

Handbook 1378
Appendix 20
9/90

AGREEMENT FOR APPRAISAL SERVICES (ACQUISITION)

THIS AGREEMENT entered into this _____ day of _____, 19____, by and between _____ of the City of _____, State of _____, hereinafter referred to as the "Agency," and _____, hereinafter referred to as the "Appraiser."

WITNESSETH THAT:

WHEREAS, the Agency proposes to acquire certain real property and desires that the Appraiser furnish the Agency certain services with respect to such property, including an appraisal of each parcel of the property, and the Appraiser represents that he or she is fully qualified to perform such services and will furnish such services personally; and

WHEREAS the services to be provided under this Agreement are necessary to achieve the purposes of _____ and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).

NOW, THEREFORE, the Agency and the Appraiser, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE 1. Property To Be Appraised. A description of the real property to be appraised, including an identification of any interests in the real property to be specifically excluded from appraisal, are set forth in the attached Exhibit A. A separate appraisal is to be furnished for each "parcel." (The term "parcel" means any tract or contiguous tracts of land in the same ownership, whether any such tract consists of one or more platted lots or a fractional part of a lot. An easement or other separately held interest in two or more parcels shall be considered to be a separate parcel for appraisal purposes and an exception to the title to the parcels so encumbered. An easement in a parcel that is appurtenant to another parcel to be acquired by the Agency shall be considered to be part of such other parcel and an exception to the title of the parcel encumbered.) Each parcel shall be considered to include all right, title, and interest of the owner in or to any adjacent or abutting streets, alleys, or other public rights of way.

ARTICLE 2. Purpose and Basis or Valuations.

- 1) Purpose and Significance of Appraisals. The appraisals to be furnished under this agreement are required by the Agency for its guidance in making fair and impartial determinations of fair market value and the just compensation to be offered to each property owner. The Appraiser shall be guided by those objectives when estimating values. Appraisal reports will be reviewed carefully by the Agency. Accordingly, the text of each appraisal report must cover all matters germane to the required valuation findings and must provide a full

explanation of the Appraiser's reasoning and his analyses of the evidences of value, so that a reviewer will be able to follow the Appraiser's analyses and understand how he reached his valuation conclusions.

- 2) **Appraisal Standards.** The appraisals under this agreement shall be based on nationally recognized appraisal standards and techniques to the extent that such principles are consistent with the concepts of value and the rules on the admissibility of evidence of value under the eminent domain law of the State. Factors relating to race, color, religion, sex, or national origin, or to racial, religious or ethnic identification of neighborhoods are not relevant to the estimation of value and shall not be considered in connection with appraisals of residential real property.
- 3) **Date of Valuation.** The Appraiser's valuation shall be as of a date concurrent with the preparation of the report unless the Agency has specified some other date of valuation.
- 4) **Relocation Assistance.** The Appraiser's analyses and opinions of property value shall not reflect any allowance for the relocation payments and other assistance provided under the URA.
- 5) **Influence of Project on Property Value.** In forming opinion(s), the Appraiser shall disregard any decrease or increase in the fair market value of the real property to be acquired, prior to the date of valuation, caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for such project, other than that due to physical deterioration within the reasonable control of the owner. (In the case of a partial acquisition, using the before-and-after method of valuation, the Appraiser's opinion of the value of the remaining not-to-be-acquired portion of the property shall reflect any increase or decrease in value attributable to the project.) If the determination of changes in value caused by the project is a problem, the Appraiser's report shall cite the ruling followed and its source and shall explain the effect of the ruling on his opinion of value.

ARTICLE 3. Scope of Appraiser's Services. The Appraiser agrees to perform the following services:

- 1) Appraise each parcel and prepare and deliver to the Agency, within _____ calendar days after the date of this agreement, ____ copies of the appraisal report(s) conforming to the provisions of this agreement. The Appraiser shall personally inspect each parcel, including all buildings, structures, fixtures, and other improvements to the property. The Appraiser shall give the owner or his designated representative an opportunity to accompany the Appraiser during his detailed inspection of the property. If the owner of a compensable interest in the property or a representative of such owner does not accompany the Appraiser during the inspection, the Appraiser shall include in his appraisal report a copy of his notification to the owner of the opportunity to accompany the Appraiser and evidence of the owner's receipt of such notification. In the process of inspecting the property, the Appraiser shall, to the extent practicable, ascertain the rights of all parties in possession and note for consideration all factual information and comments furnished by the owner or his representative relevant to the appraisal.

- 2) Testify as an expert witness in behalf of the Agency in any judicial proceeding involving any property appraised under this agreement. Such services shall include such reasonable time as may be required for reinspection of the property, updating the Appraiser's valuation, participation in pretrial conferences with counsel for the Agency, and testifying in the judicial proceeding. The compensation for such services shall be determined in accordance with Article 6.
- 3) Modify or furnish supplements to any appraisal report furnished under this agreement, without additional cost to the Agency, if (1) applicable principles of law with respect to the valuation of the property require the modification or supplementing of such appraisal, (2) material omissions, inaccuracies, or defects in the appraisal report are discovered after delivery and acceptance of the report by the Agency, or (3) the Appraiser receives or becomes aware of relevant additional appraisal information in existence prior to the date the Appraiser signed the report. If there is a significant delay between the date of valuation and the date of acquisition of any parcel or if the property has been materially altered since the appraisal by a fire, a revised determination of the boundaries of the property to be acquired, or other cause, the Appraiser shall, if requested by the Agency, furnish the Agency a supplementary report updating this valuation and the supporting data and analyses to a current date. The compensation for such updating of an appraisal shall be determined in accordance with Article 6.
- 4) Estimate the value of any right or interest proposed to be reserved by the owner in a property appraised by the Appraiser, such as an easement for access to other property of the owner, the right to continue occupancy for an extended period after the Agency acquires the property, or the right to remove any building, structure, fixture, or other improvement. The compensation to be paid to the Appraiser for furnishing any such valuation shall be determined in accordance with Article 6.
- 5) Consult with the Agency and its legal counsel regarding services to be performed by the Appraiser, at such time(s) as may be mutually convenient for the parties to this agreement. The Appraiser shall initiate such consultations whenever the Appraiser is in doubt as to whether an element of property is real or personal property or needs legal advice on any aspect of the appraisals to be furnished under this agreement. There shall be no charge by any party for such consultations.

ARTICLE 4. Contents of Appraisal Reports. Each appraisal report to be furnished by the Appraiser under this agreement shall contain certain information and the Appraiser's conclusions and opinions, together with the data and analyses by which they were derived, as set forth below. A separate report shall be submitted for each parcel. However, if more than one parcel is to be appraised, all general data may be included in a separate data volume that is referenced in the separate appraisal reports on the individual parcels. The appraisal report on each parcel shall include the following:

- 1) A summary headed "Appraisal Report for _____" that provides the following:
 - a) Project name and number.

- b) Date of the report.
 - c) Parcel number, address of the property, brief identification of all interests in the property appraised, and the name of the owner(s) including any tenant-owners.
 - d) Date(s) of the Appraiser's inspection of the property with the owner or the owner's designated representative. Include the name of each owner or representative of an owner who accompanied the Appraiser during the inspection and the interest held in the property or the representative capacity of each such person.
 - e) The Appraiser's estimate of the fair market value of the entire parcel and the fair market value of the same interest in the land, as if vacant.
 - f) The limiting conditions of the appraisal, which may include assumptions (i) that the title is good and marketable, (ii) that no responsibility is assumed by the Appraiser for legal matters, especially those affecting the title to the property, (iii) that the legal description of the property and the interest in the property to be appraised, furnished to the Appraiser by the Agency, is correct, and (iv) that no survey of the property has been made. Any other appropriate assumption or limiting condition may be added if it has been specifically approved in writing by the Agency.
 - g) The certifications of the Appraiser (i) that the Appraiser personally made a thorough inspection of the property, (ii) that, to the best of the Appraiser's knowledge and belief, everything contained in the report is true and no relevant and important fact has been omitted, (iii) that neither the Appraiser's employment nor compensation is contingent on the valuation reported, and (iv) that the Appraiser has no past, present, or prospective interest (including that of real estate agent or broker) in the property, the parties involved, or any other interest that would conflict in any way with the services performed or the making of an impartial report.
 - h) A certification that, in the Appraiser's opinion, the fair market value of the property is an amount to be stated as of the date of valuation.
 - i) The signature of the Appraiser.
- 2) The name and address of the owner of the property and the name and the address, if known, of any other party known or believed to hold a separate compensable interest in the property.
 - 3) The street address and an accurate description of each parcel and all interests in the parcel appraised. The property description shall identify all conditions, restrictions, easements, servitudes, and reservations affecting the title. The property description shall specifically exclude and describe any separately held interest in the property that is to be acquired separately or as part of another parcel. The description shall also specifically exclude all separately held interests which are not to be acquired and will not be affected adversely by the Agency's project. If there are any separately held interests in a parcel, which are to be acquired with other interests in the same parcel, such as leaseholds, tenant-owned improvements, life estates, easements, and water, gas, oil, or mineral rights, a description of each such separate interest and the name of its owner shall be furnished.

- 4) Off-record title information concerning interests or instruments that affect title, but are not of record, such as leases, options to renew a lease, contracts of sale, and other interests or rights of parties in possession. Such information shall be reported, and if available facts are sufficient, the Appraiser's report shall be based on such additional title information and so noted in the appraisal report. Otherwise, the Appraiser shall refer the matter to the Agency and defer completion of the appraisal until the question is resolved.
- 5) Basic property data including pertinent information with respect to such matters as (1) the environment and location of the property, (2) the zoning and any restrictive covenants, conditions, or servitudes affecting the available use or occupancy of the land, (3) the assessed value of the real property and the current annual real estate tax burden, (4) the use and occupancy of the property at time of appraisal, (5) the public improvements, services, and utilities serving and providing access to the property, (6) the character, topography, dimensions, and area of the land, (7) the freedom of the property from special hazards, (8) the current rental and rental history of the property, if rented, (9) the estimated annual costs of ownership and for operation and maintenance of the property, and (10) a description of the buildings, structures, and other improvements, if any, including relevant information as to type of improvement, designed use, construction materials and finish, equipment, dimensions, floor area, age, condition, space or room arrangement, functional utility, and any other characteristics or attributes of the improvements germane to the value of the real property. The appraisal report shall contain a general sketch plat showing the shape and dimensions of the land, the location of the principal improvements on the land, the location of any easements in the land, and the abutting streets, alleys, or other public rights of way. The report shall also include such photographs, each clearly identified, as may be appropriate.
- 6) Report of any condition or occupancy of the property in violation of law that may affect the value of the property.
- 7) The Appraiser's opinion as to the highest and best use for the property. The appraisal report shall also include the Appraiser's opinions as to any other use(s) for which the property is reasonably suitable or adaptable. If the property is unused vacant land or the highest and best use is not self-evident or is found to differ significantly from the present use, the appraisal report shall contain the analyses by which the appraiser reached the conclusions as to the highest and best use of the property and as to its suitability or adaptability for any other use(s). The analysis of a potential use shall include consideration of relevant matters, such as the suitability of the location, the environment and the legal and physical attributes of the property for such use, the estimated cost, if any, of converting the property to such use, and the supply, sale price levels, and relative desirability of other properties that would compete for the same kind of use. The analysis of the property for the future use or uses found to be the highest and best use is part of the process of appraising the property and, therefore, may be included in the valuation analysis furnished in accordance with Paragraph 4(h) below.
- 8) The opinion of the Appraiser as to the fair market value of the property. The appraisal report shall contain a description of the reasoning process used by the Appraiser in reaching the conclusion as to value and all data and analyses needed to explain and support the valuation. The supporting data and analyses furnished in the appraisal report shall include the following:

- a) An analysis of the property, from the point of view of evaluating the effect of its characteristics and attributes on its value for the available use or uses for which the property is best suited. Particular attention shall be given to the characteristics of the property most relevant to its value, such as, in the case of an investment property, the income potential, and the expenses of ownership, maintenance, and operation.
- b) An identification of the most recent sale of each property appraised and any other sales of such property during the last five (5) years preceding the appraisal. Such sale(s) of the property appraised and all recent sales of comparable properties considered by the Appraiser in forming the opinion(s) of fair market value shall be verified insofar as practical. The information furnished with respect to each such sale shall include, among other pertinent facts, the names of the grantor and grantee, the date of the sale, the sale price, any special terms or conditions or circumstances of the sale that affected the transaction, and a description of the property and its condition at time of sale in sufficient detail for use in making the appraisal.
- c) The analyses that constitute the principal basis for the Appraiser's opinion of the fair market value. The appraisal report shall contain the Appraiser's evaluation with respect to previous sales of the property appraised and any recent offer of the owner to sell the property. The appraisal report shall also contain the Appraiser's analysis of each comparable property and its sale in relation to the property appraised. The Appraiser's analysis shall reflect appropriate allowances for the difference in the time of the sale of the comparable properties and the date of appraisal and the differences in the utility, desirability, and productivity of the properties that are pertinent to their relative value. The appraisal report shall contain a valuation data map showing the location of the property appraised and the comparable properties referred to in the appraisal report.
- d) All other information, analyses, and estimates considered by the appraiser to be relevant to the estimation of the fair market value of the property.
- e) If the property appraised is part of a larger parcel in the same ownership or is less than the entire interest of the owner in the property, the appraisal report shall contain the Appraiser's opinion of just compensation for a taking of such property or interest, using the before-and-after method of valuation as interpreted under State law unless it is obvious that there would be no damages or benefits to the remaining property or interest of the owner. However, if the part or interest to be taken is such a small part of the whole property that the damages for the taking can be more accurately estimated directly, that method may be used if permitted under State law, without estimating the fair market value of the entire property of the owner. The foregoing opinions of the Appraiser shall be supported in the report by the data and analyses by which the Appraiser reached his/her conclusions.

For information purposes, the appraisal report shall also contain the Appraiser's estimates of the fair market value of the to-be-acquired part or interest as part of the whole property and the net damages or benefits to the remaining property of the owner. If in the opinion of the Appraiser, acquisition of the part of, or interest in, the property proposed for acquisition would leave the owner with an uneconomic remnant, the Appraiser shall furnish a separate estimate of the fair market value of a "parcel" comprising both the

parcel proposed for acquisition and the uneconomic remnant. (A remainder parcel or interest shall be considered to be an uneconomic remnant if by itself it has little or no utility or value to the owner.)

- f) Such maps, plans, photographs, or other exhibits as are necessary to explain or illustrate the analyses of the Appraiser.
 - g) The Appraiser's evaluation of the indications of value deduced from the separate analyses of the various evidences of value and an explanation of how the Appraiser reached his/her final conclusion as to the fair market value of the property.
- 9) The opinion of the Appraiser as to the fair market value of the land, as if vacant. The valuation shall be for the same interest in the land as is to be acquired in the real property. The report shall contain information with respect to the available use or uses for which the land would be suitable if vacant, the opinion of the Appraiser as to its highest and best use, and the Appraiser's analysis of the evidences of value and of the use potential by which the Appraiser reached his/her conclusions as to the highest and best use of the land and the land value.
- 10) A property analysis if the property is a commercial, industrial, institutional, governmental, or farm property that involves substantial quantities and kinds of fixtures such as machinery and equipment. Any building, structure, fixture, or other improvement, which would be real property if owned by the owner of the land, shall be considered to be real property (even if the improvement is the property of a tenant who has the right to remove it or the obligation to remove it at the expiration of the lease term). The property analysis must be approved by the Agency before the appraisal is completed and, as approved by the Agency, shall be included as an exhibit in the Appraiser's report. The property analysis shall list, identify, and classify as to ownership and type of improvement, all items of physical property considered to be part of the real property. The property analysis shall also identify tangible personal property located on the premises to the extent reasonably necessary to prevent misunderstandings as to what is regarded as being real or personal property. Buildings, structures, fixtures and other improvements, including their accessories and spare parts, shall be identified and classified as to ownership and type of property as follows:
- a) Ownership.
 - (1) Owner of the land.
 - (2) Each tenant in occupancy.
 - (3) Each non-occupant owner of any fixtures or other improvements, or personal property on the premises.
 - b) Type of property
 - (1) Building, structure, or fixed improvement.
 - (2) Building equipment, removable.

- (3) Fixtures, classified as to whether economically removable for reuse, removable for salvage only, or irremovable.
- (4) Personal property, identified as to types and approximate amounts, or otherwise, as needed to prevent misunderstandings as to the classification of any item.

If any building, structure, fixture or other improvement is not to be acquired, will not be adversely affected by the Agency's project, and will not be required by the Agency to be removed, such as a pipeline in an easement not to be acquired, such improvement shall be identified as excluded from the appraisal.

11) If machinery and equipment or other fixtures used in a trade or business, farm operation, or institutional or governmental function constitute part of the real property, the appraisal report shall contain a separate schedule, which provides separate estimates for each such item, as prescribed below. If there is more than one owner of such items, a separate schedule shall be furnished for each owner. The information and conclusions to be furnished on each item are as follows:

- a) Description of the item, including, as appropriate, the manufacturer, model and serial number, size or capacity, age and condition, and degree of obsolescence. Accessories and spare parts, special foundations, and power wiring and process piping generally shall be listed separately, following the listing of the item(s) to which they apply.
- b) Estimate of the replacement cost installed of the item as listed and identified (excluding any elements listed separately). Separately identify the basis of estimated replacement cost (new or used).
- c) The contributive (enhancement) value of the item to the fair market value of the real property as a whole.
- d) Estimated fair market value of the item for removal from the property at a purchaser's expense. Such value shall be considered to be the probable selling price if the item were offered for sale for removal from the property at the purchaser's expense, allowing a reasonable time to find a purchaser buying with knowledge of the uses and purposes for which it is adaptable and capable of being used, including salvage for serviceable components and scrap when it appears that will provide the highest value.

The schedule(s) of estimates shall be consistent with the property analysis approved by the Agency, as provided in Paragraph 4(j). The Appraiser is permitted to use the services of such technical specialists as may be needed to enable the Appraiser to provide valid estimates and sound valuations. The schedule(s) shall be supported by an explanation of the procedures followed in gathering the necessary market information and technical data. The principal purpose of the Appraiser's accompanying narrative, however, must be to explain his analyses and his evaluations of the dollar amount of the overall contribution of the machinery, equipment, and fixtures to the fair market value of the real property as a whole. The report shall contain any layout plans, sketches, or photographs that are reasonably necessary for locating or identifying the facilities or illustrating the Appraiser's analyses.

- 12) If there are separately held interests in the real property to be acquired, such as easements, leaseholds, air rights, life estates, and oil, gas, or mineral rights, and the division of ownership is not of such character as to destroy the practical unity of the property, the Appraiser shall apportion his estimate of the fair market value of the property (all interests in the property to be acquired) to each separately held interest. (However, tenant-owned improvements shall be valued in accordance with Paragraph 4(m) below.) The report shall contain the data, analyses, and reasoning by which the Appraiser made the apportionment. If the "unit rule" is regarded as not applicable because the division of ownership is such as to diminish the fair market value of the property as a whole, the separate interests involved shall be appraised separately.
- 13) Tenant-owned improvements. If any building, structure, fixture, or other improvement to the property is identified as being the property of a tenant who has the right or obligation to remove it at the expiration of the lease term, the Appraiser's estimate of the fair market value of the improvement shall be the greatest of (1) the amount which the improvement contributes to the fair market value of the property, (2) the in-place value of the improvement as part of the real property (the depreciated replacement cost of the improvement installed), or (3) the fair market value of the improvement for removal from the property at the purchaser's expense. The appraisal report shall state the basis for the valuation of the improvement and furnish the data and analyses on which the valuation was made.
- 14) If the property is a multifamily or mixed-use (residential and nonresidential) property and an owner of a compensable interest in the property also occupies a dwelling in the property, the Appraiser shall furnish an apportionment of the estimate of the fair market value of the whole property to such dwelling and to the remainder of the property. For the purpose of this paragraph, an occupant of a dwelling shall be considered to own a compensable interest in the property if he or she holds fee title, a life estate, a 99-year lease, or a lease with not less than 50 years to run from the date of valuation, or holds an interest in a cooperative housing project which includes the right to occupy the dwelling, or is the contract purchaser of any of the foregoing estates or interests, or has a leasehold interest with option to purchase. The Appraiser's report shall explain how the apportionment was made.

ARTICLE 5. Services To Be Provided by Agency. The Agency agrees to furnish the Appraiser the following:

- 1) A map or plat, based on official records, of the property described in Article 1, showing the boundaries and dimensions of the parcels to be appraised. Each parcel shall be designated by a number, and the parcel numbers shown on the Appraiser's reports shall correspond to the parcel numbers shown on the map or plot. However, additional parcel numbers may be assigned by the Appraiser for easements appraised separately or for additional parcels revealed while making the appraisals. The Appraiser shall promptly advise the Agency of any such additions.
- 2) An ownership data report for each parcel. That report will show all estates and interests in the parcel as shown of record and consequently shall not be assumed to accurately define the interests to be appraised. The ownership data report on each parcel as shown on the parcel map will include:

- a) The name (and address, if available) of the owner appearing on record;
 - b) The legal description of the parcel as shown by the conveyance(s) by which the record owner acquired title;
 - c) Identification of the conveyance(s) by which the present owner acquired title, including: the date of the conveyance(s); the date, book and page numbers, and place of recordation; the name (and the address, if available) of the grantor of such conveyance; the stated consideration; the amount of any mortgages or encumbrances placed of record or to which title was subject at time of conveyance (so far as determinable from an examination of the conveyance); and the amount of any State or local transfer taxes that were based on the amount of the consideration;
 - d) Outstanding estates and other rights or interests of record, including easements, use restrictions, mineral rights, leases, and any known, but unrecorded, interests of other parties. Sufficient information shall be furnished to disclose the probable effect of such outstanding interests on the title of the record owner;
 - e) Outstanding special assessments, if any, for public improvements such as streets, sidewalks, public utilities, and similar public facilities;
 - f) The amount of real estate taxes for the current year and the assessed valuation stated separately for land and for improvements.
- 3) Legal advice, upon request of the Appraiser, on legal matters affecting the appraisal of any property to be appraised.

ARTICLE 6. Payment. In consideration of the services provided by the Appraiser under this agreement, the Agency agrees to make payments to the Appraiser upon the submission to the Agency of properly certified invoices, as follows:

- 1) For appraisal reports accepted by the Agency, and for all other services furnished in accordance with Article 3, except services furnished in connection with judicial proceedings under Paragraph 3(b), the updating of appraisals under Paragraph 3(c), and the valuation of reservations of rights in owners under Paragraph 3(d), the lump sum of _____ dollars, which shall constitute full payment to the Appraiser for all of such services and for all supplies, materials, and equipment used or furnished by the Appraiser and all expenses incurred by the Appraiser in connection with the performance of such services.
- 2) For services furnished by the Appraiser in connection with judicial proceedings as provided in Paragraph 3(b) (except services as an expert witness in such a proceeding), the updating of appraisals as provided in Paragraph 3(c), and the valuation of reservations of rights in owners as provided in Paragraph 3(d), _____ dollars per hour or fraction of an hour actually engaged in performing the services, including travel time. All expenses of the Appraiser, including travel expense and subsistence, shall be borne by the Appraiser.
- 3) For services as an expert witness for the Agency in judicial proceedings as provided in Paragraph 3(b), the Appraiser and the Agency hereby agree that the fair and reasonable

compensation for the Appraiser's services shall be _____ dollars for each day's attendance in court.

ARTICLE 7. Agreements of Appraiser. As an inducement to the execution of this agreement by the Agency and in consideration of the agreements to be performed by the Agency, the Appraiser agrees that:

- 1) **Qualifications.** The Appraiser is qualified to perform the services to be furnished under this agreement and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform. Attached as Exhibit B, is a statement by the Appraiser, certified by the Appraiser to be true and correct, setting forth the Appraiser's technical qualifications, general appraisal experience, specific experience in appraising properties of the type involved in this agreement, the courts in which he or she has testified as an expert witness, and other information pertinent to establishing his or her technical qualifications.
- 2) **Solicitation of Agreement.** The Appraiser has not employed any person to solicit this agreement and has not made and will not make any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this agreement.
- 3) **Interest of Appraiser and Appraiser's Employees.** The Appraiser does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property described in Article 1 or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this agreement, any person having any such interest. Until the property is acquired by the Agency or excluded from its project by resolution of its governing body, the Appraiser and any employees of the Appraiser, so long as they are employed by the Appraiser, will not acquire any such interests and will not, for their own account or for other than the Agency, negotiate for any of the property, perform services in connection with the property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.
- 4) **Services To Be Confidential.** All services, including reports, opinions, and information, to be furnished under this agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the Agency, without prior written approval of the Agency, except by testimony under oath in a judicial proceeding or as otherwise required by law. The Appraiser shall take all necessary steps to ensure that no member of the Appraiser's staff or organization divulges any such information except as may be required by law.
- 5) **Facilities and Personnel.** The Appraiser has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed. If the Appraiser proposes to employ any person or persons to make any appraisals of machinery and equipment or other specialized elements or attributes of a property appraised under this agreement, the employment of such person or persons for such purpose shall not place the Agency under any obligation to such employee, nor relieve the Appraiser of full

responsibility for the faithful performance of the services to be furnished under this agreement.

- 6) Equal Employment Opportunity. During the performance of this agreement:
 - a) The Appraiser will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Appraiser will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Appraiser agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
 - b) The Appraiser will, in all solicitations or advertisements for employees placed by or on behalf of the Appraiser, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 7) Assignment. The Appraiser's rights, obligations, and duties under this agreement shall not be assigned in whole or in part, but this shall not prohibit the assignment of the proceeds due under this agreement to a bank or financial institution. This agreement may be assigned by the Agency to any corporation, agency, or instrumentality having authority to accept the assignment.
- 8) Subcontracting. None of the work or services covered by this agreement shall be subcontracted without the prior approval of the Agency.
- 9) Records. The Appraiser shall maintain records of all details with respect to the services to be performed under this agreement, including one complete copy of each appraisal report and related notes, for three (3) years after delivering the report or until the property is acquired by the Agency or the acquisition is abandoned, whichever is later.
- 10) Affidavits of Compliance. The Appraiser will, if requested by the Agency, furnish the Agency affidavits certifying compliance with the provisions of this Article 7.

ARTICLE 8. Changes. The Agency, by written notice to the Appraiser, may modify the scope or quantity of the services to be furnished under this agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Appraiser or in the time required for their performance, equitable adjustment shall be made in the provisions of this agreement for payments to the Appraiser or for the time for performance of the services or for both, and this agreement shall be modified by agreement of the parties accordingly.

ARTICLE 9. Termination of Agreement for Cause. If, through any cause, the Appraiser shall fail to fulfill in a timely and proper manner his or her obligations under this agreement, or if the Appraiser shall violate any of the provisions of this agreement, the Agency may upon written notice to the Appraiser terminate the right of the Appraiser to proceed under this agreement or with such part or parts of the agreement as to which there has been default, and may hold the

Appraiser liable for any damages caused to the Agency by reason of such default and termination. In the event of such termination, any completed reports prepared by the Appraiser under this agreement shall, at the option of the Agency, become its property and the Appraiser shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Agency. The Appraiser, however, shall not thereby be relieved of liability to the Agency for damages sustained by the Agency by reason of any breach of the agreement by the Appraiser, and the Agency may withhold any payments from the Appraiser for the purpose of setoff until such time as the amount of damages due the Agency from the Appraiser is determined. The Appraiser shall not be held liable for damages under this Article solely for reasons of delay if the delay is due to causes beyond his or her control and without his or her fault or negligence, but this shall not prevent the Agency from terminating this agreement because of such delay.

ARTICLE 10. Interest of Members of Agency. No member of the Agency shall participate in any decision relative to this agreement affecting, directly, or indirectly, his or her personal interests. No such member and no other officer, agent or employee of the Agency having any responsibility or function in connection with this agreement shall have any private interest, direct or indirect, in this agreement or the proceeds of this agreement.

ARTICLE 11. Officials Not To Benefit. No Member of or Delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

ARTICLE 12. Notices. Any action by the Agency under this agreement may be taken by _____, or such other person(s) as the Agency may, by written notice to the Appraiser, designate for such purpose. All notices to the Appraiser shall be considered to be properly given if mailed to the address specified below, or delivered personally to the Appraiser. All notices or other papers given to the Agency shall be considered to be sufficiently given if mailed, postage prepaid to _____, at _____ or to such other representative or address as the Agency may designate to the Appraiser in writing.

IN WITNESS WHEREOF, the Agency and the Appraiser have executed this agreement on or as of the date first above written.

(Appraiser)

(Street Address)

(City)

(State)

(Zip code)

(Agency)

By

(Title)

Handbook 1378
Appendix 20
9/90

EXHIBIT 59

STATEMENT OF THE BASIS FOR THE DETERMINATION OF JUST COMPENSATION

Description and Location of Property

The City of California proposes to purchase land on Hollywood Avenue (Lot 8, Square 6, Palmer Extension) from the owner Elizabeth Burtoness at 222 Hollywood Avenue, California, Missouri.

Purpose of Purchase

The City of California intends to use the one-and-a-half acre parcel for the construction of a water tower and for easements for the water lines as part of the city's Community Development Block Grant water system project.

Inventory

It is a one-story single-family, 400 square feet, residence of wood frame construction on a block foundation with a crawl space, hard board siding, and a metal roof.

It contains a living room, kitchenette, one bedroom, and one bath.

Interior finish is carpet over plywood, except linoleum in kitchen and bathroom; paneled walls.

The kitchen has counters and painted wood cabinets. There are no built-in appliances.

Heat is gas-fired, 40,000 BTU floor furnace.

The house is 45 years old. Design is poor. Maintenance is poor.

Declaration of Offer

Based on the appraisal and review appraisal, the City of California hereby makes you an offer in the amount of \$3,500 for the purchase of your property. This offer is for the fair market value of your property and does not include any consideration of decrease or increase in value attributable to the project for which it is being acquired.

EXHIBIT 60

WRITTEN OFFER TO PURCHASE

September 1, 2001

Mrs. Elizabeth Burtoness
222 Hollywood Avenue
California, Missouri 64444

RE: 2001-PF-52 (California)

Dear Mrs. Burtoness:

We have previously informed you of the city's interest in acquiring your property for our water project. Based on our appraisal and review appraisal of your property and the easement, we have determined the value to be \$3,500. The city hereby makes you a firm offer in the amount of \$3,500 for the purchase of your property.

We believe that the above offer accurately represents the fair market value of your property based on an appraisal. We urge your favorable consideration and acceptance. If this offer meets with your approval, the city's grant representative, Grants R Us, is prepared to purchase and record the property and easement in the city's name. The city would like to start construction of this project within the next few months; therefore, we ask that you contact Grants R Us no later than September 21, 2001, to arrange the final purchase. You may call Grants R Us at 444-444-4444 or stop by and make an appointment at city hall.

If you have any questions, please do not hesitate to contact us at the above phone number.

Very truly yours,

Angela Pearl Mayor

cc Grants R Us

EXHIBIT 60B

WRITTEN OFFER TO PURCHASE/EASEMENT

September 25, 2001

U. A. Property Owner
25 North Easement Row
Anytown, Missouri 64444

RE: 2001-PF-53 (Anytown)

Dear U.A. Owner:

We have previously informed you of the city's interest in acquiring an easement on your property for our sewer line extension project. Based on our review of recent property sales in your area, we have determined the value of the easement to be \$100. The city hereby makes you a firm offer in the amount of \$100 for the purchase of the easement on your property.

We believe that the above offer accurately represents the fair market value of your property based on a review of available data (i.e., recent property sales in your area). We urge your favorable consideration and acceptance. If this offer meets with your approval, the city's grant administrator, Grants R Us, is prepared to purchase and record the easement in the city's name. The city would like to start construction of this project within the next few months; therefore, we ask that you contact Grants R Us no later than October 12, 2001, to arrange the final purchase. You may call Grants R Us at 444-444-4444 or stop by and make an appointment at city hall.

If you have any questions, please do not hesitate to contact us at the above phone number.

Very truly yours,

Carmen Mayor

cc Grants R Us

EXHIBIT 61

FINAL OFFER

October 25, 2001

U. A. Property Owner
25 North Easement Row
Anytown, Missouri 64444

RE: 2001-PF-53 (Anytown)

Dear U.A. Owner:

I write to follow up on our original offer to acquire an easement on your property. In our July 1, 2000, offer letter, we asked that you respond by October 12, 2001, regarding your acceptance of the city's offer of \$100 to purchase the easement on your property. We have not heard from you regarding our offer to purchase the easement.

The city hereby offers \$100 for the purchase of the easement on your property for our sewer line project. Please consider this letter the city's final offer. The city's offer is based on recent property sales in your neighborhood. Do not hesitate to contact us regarding any counter offer that you want to propose.

Again, we inform you that the city must complete this project in a timely manner. Therefore, we are asking you to respond to our final offer no later than November 5, 2001, so that we can proceed with this project. If we are unable to negotiate the acquisition of the easement from you by that deadline, the city will be forced to exercise its statutory right of condemnation. It is our hope that we can successfully negotiate the acquisition of the easement.

If you have any question regarding the city's offer, please do not hesitate to contact the city's grant administrator, Grants R Us at 444-444-4444.

Very truly yours,

Carmen Mayor

cc Grants R Us

EXHIBIT 62

Sample Disclosure Format for Target Housing Sales

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- 1) Presence of lead-based paint and/or lead-based paint hazards (check (a) or (b) below):
 - a) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

 - b) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- 2) Records and reports available to the seller (check (a) or (b) below):
 - a) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

 - b) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- 3) _____ Purchaser has received copies of all information listed above.
- 4) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

5) Purchaser has (check (a) or (b) below):

- a) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- b) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

6) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

EXHIBIT 62B

Sample Disclosure Format for Target Housing Sales – Spanish

Declaración de Información sobre Pintura a Base de Plomo y/o Peligros de la Pintura a Base de Plomo

Declaración sobre los Peligros del Plomo

Se notifica a todo comprador de cualquier interés en propiedad real residencial en la cual fue construida una vivienda residencial antes del año 1978, que dicha propiedad puede presentar una exposición a plomo de la pintura a base de plomo que podría poner a niños jóvenes en situación de riesgo de desarrollar envenenamiento de plomo. El envenenamiento de plomo en niños jóvenes puede producir daños neurológicos permanentes, incluyendo incapacidad para el aprendizaje, cociente de inteligencia reducido,, problemas de comportamiento y memoria dañada. El envenenamiento de plomo también representa un peligro especial para las mujeres embarazadas. El vendedor de cualquier interés en una propiedad privada real residencial tiene la obligación de proporcionarle al comprador toda la información que posea sobre los peligros de la pintura a base de plomo que se hayan determinado en evaluaciones o inspecciones de riesgo y de notificarle al comprador sobre cualquier peligro que conozca de la pintura a base de plomo. Se recomienda realizar una evaluación o inspección de posibles peligros de la pintura a base de plomo antes de la compra.

Declaración del Vendedor

1) Presencia de pintura a base de plomo y/o peligros de pintura a base de plomo (marque (a) ó (b) abajo):

a) _____ Confirmado que hay pintura a base de plomo y/o peligro de pintura a base de plomo en la vivienda (explique).

b) _____ El vendedor no tiene ningún conocimiento de que haya pintura a base de plomo y/o peligro de pintura a base de plomo en la vivienda.

2) Archivos e informes disponibles para el vendedor (marque (a) ó (b) abajo):

a) _____ El vendedor le ha proporcionado al comprador todos los archivos e informes disponibles relacionados con pintura a base de plomo y/o peligro de pintura a base de plomo en la vivienda (anote los documentos abajo).

b) _____ El vendedor no tiene archivos ni informes relacionados con pintura a base de plomo y/o peligro de pintura a base de plomo en la vivienda.

Acuse de Recibo del Comprador (inicial)

- 3) _____ El comprador ha recibido copias de toda la información indicada arriba.
- 4) _____ El comprador ha recibido el folleto titulado *Proteja a Su Familia del Plomo en Su Casa*.
- 5) El comprador ha (marque (a) ó (b) abajo):
- a) _____ recibido una oportunidad por 10 días (o un período de tiempo de mutuo acuerdo) para hacer una evaluación o inspección de riesgo de presencia de pintura a base de plomo o de peligros de pintura a base de plomo; o
- b) _____ renunciado a la oportunidad de hacer una evaluación o inspección de riesgo de presencia de pintura a base de plomo o de peligros de pintura a base de plomo.

Acuse de Recibo del Agente (inicial)

- 6) _____ El agente le ha informado al vendedor de las obligaciones del vendedor de acuerdo con 42 U.S.C. 4852d y está consciente de su responsabilidad de asegurar su cumplimiento.

Certificación de Exactitud

Las partes siguientes han revisado la información que aparece arriba y certifican que, según su entender, toda la información que han proporcionado es verdadera y exacta.

_____	_____	_____	_____
Vendedor	Fecha	Vendedor	Fecha
_____	_____	_____	_____
Comprador	Fecha	Comprador	Fecha
_____	_____	_____	_____
Agente	Fecha	Agente	Fecha

Exhibit 62C**A. Settlement Statement**U.S. Department of Housing
and Urban DevelopmentOMB Approval No. 2502-0265
(expires 9/30/2006)**B. Type of Loan**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower:	E. Name & Address of Seller:	F. Name & Address of Lender:
G. Property Location:	H. Settlement Agent:	
	Place of Settlement:	I. Settlement Date:

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)		403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower		420. Gross Amount Due To Seller	
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions in Amount Due To Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower		520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	()	602. Less reductions in amt. due seller (line 520)	()
303. Cash <input type="checkbox"/> From <input type="checkbox"/> To Borrower		603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller	

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

2005 Neighborhood Development Administrative Manual

L. Settlement Charges						
700. Total Sales/Broker's Commission based on price \$				@	% =	
Division of Commission (line 700) as follows:						
701. \$		to				Paid From Borrowers Funds at Settlement
702. \$		to				Paid From Seller's Funds at Settlement
703. Commission paid at Settlement						
704.						
800. Items Payable in Connection With Loan						
801. Loan Origination Fee		%				
802. Loan Discount		%				
803. Appraisal Fee		to				
804. Credit Report		to				
805. Lender's Inspection Fee						
806. Mortgage Insurance Application Fee to						
807. Assumption Fee						
808.						
809.						
810.						
811.						
900. Items Required By Lender To Be Paid In Advance						
901. Interest from		to	@ \$	/day		
902. Mortgage Insurance Premium for				months to		
903. Hazard Insurance Premium for				years to		
904.				years to		
905.						
1000. Reserves Deposited With Lender						
1001. Hazard insurance		months @ \$		per month		
1002. Mortgage insurance		months @ \$		per month		
1003. City property taxes		months @ \$		per month		
1004. County property taxes		months @ \$		per month		
1005. Annual assessments		months @ \$		per month		
1006.		months @ \$		per month		
1007.		months @ \$		per month		
1008.		months @ \$		per month		
1100. Title Charges						
1101. Settlement or closing fee		to				
1102. Abstract or title search		to				
1103. Title examination		to				
1104. Title insurance binder		to				
1105. Document preparation		to				
1106. Notary fees		to				
1107. Attorney's fees		to				
(includes above items numbers:)						
1108. Title insurance		to				
(includes above items numbers:)						
1109. Lender's coverage		\$				
1110. Owner's coverage		\$				
1111.						
1112.						
1113.						
1200. Government Recording and Transfer Charges						
1201. Recording fees: Deed \$; Mortgage \$; Releases \$		
1202. City/county tax/stamps: Deed \$; Mortgage \$				
1203. State tax/stamps: Deed \$; Mortgage \$				
1204.						
1205.						
1300. Additional Settlement Charges						
1301. Survey		to				
1302. Pest inspection to						
1303.						
1304.						
1305.						
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)						

Appendix A to Part 3500 -- Instructions for Completing HUD - 1 and HUD - 1A Settlement Statements

The following are instructions for completing Sections A through L of the HUD - 1 settlement statement, required under Section 4 of RESPA and Regulation X of the Department of Housing and Urban Development (24 CFR part 3500). This form is to be used as a statement of actual charges and adjustments to be given to the parties in connection with the settlement. The instructions for completion of the HUD - 1 are primarily for the benefit of the settlement agents who prepare the statements and need not be transmitted to the parties as an integral part of the HUD - 1. There is no objection to the use of the HUD - 1 in transaction in which its use is not legally required. Refer to the definitions section of Regulation X for specific definitions of many of the terms, which are used in these instructions.

General Instructions

Information and amounts may be filled in by typewriter, hand printing, computer printing, or any other method producing clear and legible results. Refer to Regulation X regarding rules applicable to reproduction of the HUD - 1. An additional page(s) may be attached to the HUD - 1 for the purpose of including customary recitals and information used locally in settlements, for example, a breakdown of payoff figures; a breakdown of the Borrower's total monthly mortgage payments; check disbursements; a statement indicating receipt of funds; applicable special stipulations between Borrower and Seller, and the date funds are transferred.

The settlement agent shall complete the HUD - 1 to itemize all charges imposed upon the Borrower and the Seller by the Lender and all sales commissions, whether to be paid at settlement or outside of settlement, and any other charges which either the Borrower or the Seller will pay for at settlement. Charges to be paid outside of settlement, including cases where a non-settlement agent (i.e., attorneys, title companies, escrow agents, real estate agents or brokers) holds the Borrower's deposit against the sales price (earnest money) and applies the entire deposit towards the charge for the settlement service it is rendering, shall be included on the HUD - 1 but marked "P.O.C." for "Paid Outside of Closing" (settlement) and shall not be included in computing totals. P.O.C. items should not be placed in the Borrower or Seller columns, but rather on the appropriate line next to the columns.

Blank lines are provided in Section L for any additional settlement charges. Blank lines are also provided for additional insertions in Sections J and K. The names of the recipients of the settlement charges in Section L and the names of the recipients of adjustments described in Section J or K should be included on the blank lines.

Lines and columns in Section J, which relate to the Borrower's transaction may be left blank on the copy of the HUD - 1 which will be furnished to the Seller. Lines and columns in Section K, which relate to the Seller's transaction, may be left blank on the copy of the HUD - 1 which will be furnished to the Borrower.

Line Item Instructions for HUD - 1

Instructions for completing the individual items on the HUD - 1 follow.

Section A. This section requires no entry of information.

Section B. Check appropriate loan type and complete the remaining items as applicable.

Section C. This section provides a notice regarding settlement costs and requires no additional entry of information.

Sections D and E. Fill in the names and current mailing addresses and zip codes of the Borrower and the Seller. Where there is more than one Borrower or Seller, the name and address of each one is required. Use a supplementary page if needed to list multiple Borrowers or Sellers.

Section F. Fill in the name, current mailing address and zip code of the Lender.

Section G. The street address of the property being sold should be given. If there is no street address, a brief legal description or other location of the property should be inserted. In all cases give the zip code of the property.

Section H. Fill in name, address, and zip code of settlement agent; address and zip code of ``place of settlement."

Section I. Date of settlement.

Section J. Summary of Borrower's Transaction. Line 101 is for the gross sales price of the property being sold, excluding the price of any items of tangible personal property if Borrower and Seller have agreed to a separate price for such items.

Line 102 is for the gross sales price of any items of tangible personal property excluded from Line 101. Personal property could include such items as carpets, drapes, stoves, refrigerators, etc. What constitutes personal property varies from state to state. Manufactured homes are not considered personal property for this purpose.

Line 103 is used to record the total charges to Borrower detailed in Section L and totaled on Line 1400.

Lines 104 and 105 are for additional amounts owed by the Borrower or items paid by the Seller prior to settlement but reimbursed by the Borrower at settlement. For example, the balance in the Seller's reserve account held in connection with an existing loan, if assigned to the Borrower in a loan assumption case, will be entered here. These lines will also be used when a tenant in the property being sold has not yet paid the rent, which the Borrower will collect, for a period of time prior to the settlement. The lines will also be

used to indicate the treatment for any tenant security deposit. The Seller will be credited on Lines 404 - 405.

Lines 106 through 112 are for items which the Seller had paid in advance, and for which the Borrower must therefore reimburse the Seller. Examples of items for which adjustments will be made may include taxes and assessments paid in advance for an entire year or other period, when settlement occurs prior to the expiration of the year or other period for which they were paid. Additional examples include flood and hazard insurance premiums, if the Borrower is being substituted as an insured under the same policy; mortgage insurance in loan assumption cases; planned unit development or condominium association assessments paid in advance; fuel or other supplies on hand, purchased by the Seller, which the Borrower will use when Borrower takes possession of the property; and ground rent paid in advance.

Line 120 is for the total of Lines 101 through 112.

Line 201 is for any amount paid against the sales price prior to settlement.

Line 202 is for the amount of the new loan made by the Lender or first user loan (a loan to finance construction of a new structure or purchase of manufactured home where the structure was constructed for sale or the manufactured home was purchased for purposes of resale and the loan is used as or converted to a loan to finance purchase by the first user). For other loans covered by Regulation X which finance construction of a new structure or purchase of a manufactured home, list the sales price of the land on Line 104, the construction cost or purchase price of manufactured home on Line 105 (Line 101 would be left blank in this instance) and amount of the loan on Line 202. The remainder of the form should be completed taking into account adjustments and charges related to the temporary financing and permanent financing and which are known at the date of settlement.

Line 203 is used for cases in which the Borrower is assuming or taking title subject to an existing loan or lien on the property.

Lines 204 - 209 are used for other items paid by or on behalf of the Borrower. Examples include cases in which the Seller has taken a trade-in or other property from the Borrower in part payment for the property being sold. They may also be used in cases in which a Seller (typically a builder) is making an "allowance" to the Borrower for carpets or drapes which the Borrower is to purchase separately. Lines 204 - 209 can also be used to indicate any Seller financing arrangements or other new loan not listed in Line 202. For example, if the Seller takes a note from the Borrower for part of the sales price, insert the principal amount of the note with a brief explanation on Lines 204 - 209.

Lines 210 through 219 are for items which have not yet been paid, and which the Borrower is expected to pay, but which are attributable in part to a period of time prior to the settlement. In jurisdictions in which taxes are paid late in the tax year, most cases will show the proration of taxes in these lines. Other examples include utilities used but not

paid for by the Seller, rent collected in advance by the Seller from a tenant for a period extending beyond the settlement date, and interest on loan assumptions.

Line 220 is for the total of Lines 201 through 219.

Lines 301 and 302 are summary lines for the Borrower. Enter total in Line 120 on Line 301. Enter total in Line 220 on Line 302.

Line 303 may indicate either the cash required from the Borrower at settlement (the usual case in a purchase transaction) or cash payable to the Borrower at settlement (if, for example, the Borrower's deposit against the sales price (earnest money) exceeded the Borrower's cash obligations in the transaction). Subtract Line 302 from Line 301 and enter the amount of cash due to or from the Borrower at settlement on Line 303. The appropriate box should be checked.

Section K. Summary of Seller's Transaction. Instructions for the use of Lines 101 and 102 and 104 - 112 above, apply also to Lines 401 - 412. Line 420 is for the total of Lines 401 through 412.

Line 501 is used if the Seller's real estate broker or other party who is not the settlement agent has received and holds the deposit against the sales price (earnest money) which exceeds the fee or commission owed to that party, and if that party will render the excess deposit directly to the Seller, rather than through the settlement agent, the amount of excess deposit should be entered on Line 501 and the amount of the total deposit (including commissions) should be entered on Line 201.

Line 502 is used to record the total charges to the Seller detailed in Section L and totaled on Line 1400.

Line 503 is used if the Borrower is assuming or taking title subject to existing liens which are to be deducted from sales price.

Lines 504 and 505 are used for the amounts (including any accrued interest) of any first and/or second loans which will be paid as part of the settlement.

Line 506 is used for deposits paid by the Borrower to the Seller or other party who is not the settlement agent. Enter the amount of the deposit in Line 201 on Line 506 unless Line 501 is used or the party who is not the settlement agent transfers all or part of the deposit to the settlement agent in which case the settlement agent will note in parentheses on Line 507 the amount of the deposit which is being disbursed as proceeds and enter in column for Line 506 the amount retained by the above described party for settlement services. If the settlement agent holds the deposit insert a note in Line 507 that indicates that the deposit is being disbursed as proceeds.

Lines 506 through 509 may be used to list additional liens, which must be paid off through the settlement to clear title to the property. Other payoffs of Seller obligations

should be shown on Lines 506 - 509 (but not on Lines 1303 - 1305). They may also be used to indicate funds to be held by the settlement agent for the payment of water, fuel, or other utility bills that cannot be prorated between the parties at settlement because the amounts used by the Seller prior to settlement are not yet known. Subsequent disclosure of the actual amount of these post-settlement items to be paid from settlement funds is optional. Any amounts entered on Lines 204 - 209 including Seller financing arrangements should also be entered on Lines 506 - 509.

Instructions for the use of Lines 510 through 519 are the same as those for Lines 210 to 219 above.

Line 520 is for the total of Lines 501 through 519.

Lines 601 and 602 are summary lines for the Seller. Enter total in Line 420 on Line 610. Enter total in Line 520 on Line 602.

Line 603 may indicate either the cash required to be paid to the Seller at settlement (the usual case in a purchase transaction) or cash payable by the Seller at settlement. Subtract Line 602 from Line 601 and enter the amount of cash due to or from the Seller at settlement on Line 603. The appropriate box should be checked.

Section L. Settlement Charges.

For all items except for those paid to and retained by the Lender, the name of the person or firm ultimately receiving the payment should be shown. In the case of ``no cost" or ``no point" loans, the charge to be paid by the lender to an affiliated or independent service provider should be shown as P.O.C. (Paid Outside of Closing) and should not be used in computing totals. Such charges also include indirect payments or back-funded payments to mortgage brokers that arise from the settlement transaction. When used, ``P.O.C." should be placed in the appropriate lines next to the identified item, not in the columns themselves.

Line 700 is used to enter the sales commission charged by the sales agent or broker. If the sales commission is based on a percentage of the price, enter the sales price, the percentage, and the dollar amount of the total commission paid by the Seller.

Lines 701 - 702 are to be used to state the split of the commission where the settlement agent disburses portions of the commission to two or more sales agents or brokers.

Line 703 is used to enter the amount of sales commission disbursed at settlement. If the sales agent or broker is retaining a part of the deposit against the sales price (earnest money) to apply towards the sales agent's or broker's commission, include in Line 703 only that part of the commission being disbursed at settlement and insert a note on Line 704 indicating the amount the sales agent or broker is retaining as a ``P.O.C." item.

Line 704 may be used for additional charges made by the sales agent or broker, or for a sales commission charged to the Borrower, which will be disbursed by the settlement agent.

Line 801 is used to record the fee charged by the Lender for processing or originating the loan. If this fee is computed as a percentage of the loan amount, enter the percentage in the blank indicated.

Line 802 is used to record the loan discount or ``points" charged by the Lender, and, if it is computed as a percentage of the loan amount, enter the percentage in the blank indicated.

Line 803 is used for appraisal fees if there is a separate charge for the appraisal. Appraisal fees for HUD and VA loans are also included on Line 803.

Line 804 is used for the cost of the credit report if there is a charge separate from the origination fee.

Line 805 is used only for inspections by the Lender or the Lender's agents. Charges for other pest or structural inspections required to be stated by these instructions should be entered in Lines 1301 - 1305.

Line 806 should be used for an application fee required by a private mortgage insurance company.

Line 807 is provided for convenience in using the form for loan assumption transactions.

Lines 808 - 811 are used to list additional items payable in connection with the loan including a CLO Access fee, a mortgage broker fee, fees for real estate property taxes or other real property charges.

Lines 901 - 905. This series is used to record the items which the Lender requires (but which are not necessarily paid to the lender, i.e., FHA mortgage insurance premium) to be paid at the time of settlement, other than reserves collected by the Lender and recorded in 1000 series.

Line 901 is used if interest is collected at settlement for a part of a month or other period between settlement and the date from which interest will be collected with the first regular monthly payment. Enter that amount here and include the per diem charges. If such interest is not collected until the first regular monthly payment, no entry should be made on Line 901.

Line 902 is used for mortgage insurance premiums due and payable at settlement, except reserves collected by the Lender and recorded in the 1000 series. A lump sum mortgage insurance premium paid at settlement should be inserted on Line 902, with a note that indicates that the premium is for the life of the loan.

Line 903 is used for hazard insurance premiums which the Lender requires to be paid at the time of settlement except reserves collected by the Lender and recorded in the 1000 series.

Lines 904 and 905 are used to list additional items required by the Lender (except for reserves collected by the Lender and recorded in the 1000 series) including flood insurance, mortgage life insurance, credit life insurance and disability insurance premiums. These lines are also used to list amounts paid at settlement for insurance not required by the Lender.

Lines 1000 - 1008. This series is used for amounts collected by the Lender from the Borrower and held in an account for the future payment of the obligations listed as they fall due. Include the time period (number of months) and the monthly assessment. In many jurisdictions this is referred to as an "escrow", "impound", or "trust" account. In addition to the items listed, some Lenders may require reserves for flood insurance, condominium owners' association assessments, etc.

After itemizing individual deposits in the 1000 series using single-item accounting, the servicer shall make an adjustment based on aggregate accounting. This adjustment equals the difference between the deposit required under aggregate accounting and the sum of the deposits required under single-item accounting. The computation steps for both accounting methods are set out in 3500.17(d). The adjustment will always be a negative number or zero (-0-). The settlement agent shall enter the aggregate adjustment amount on a final line in the 1000 series of the HUD - 1 or HUD - 1A statement.

During the phase-in period, as defined in 3500.17(b), an alternative procedure is available. If a servicer has not yet conducted the escrow account analysis to determine the aggregate accounting starting balance, the settlement agent may initially calculate the 1000 series deposits for the HUD - 1 and HUD - 1A settlement statement using single-item analysis with a one-month cushion (unless the mortgage loan documents indicate a smaller amount). In the escrow account analysis conducted within 45 days of settlement, the servicer shall adjust the escrow account to reflect the aggregate accounting balance.

Lines 1100 - 1113. This series covers title charges and charges by attorneys. The title charges include a variety of services performed by title companies or others and includes fees directly related to the transfer of title (title examination, title search, document preparation) and fees for title insurance. The legal charges include fees for Lender's, Seller's or Buyer's attorney, or the attorney preparing title work. The series also includes any fees for settlement or closing agents and notaries. In many jurisdictions the same person (for example, an attorney or a title insurance company) performs several of the services listed in this series and makes a single overall charge for such services. In such cases, enter the overall fee on Line 1107 (for attorneys), or Line 1108 (for title companies), and enter on that line the item numbers of the services listed which are covered in the overall fee. If this is done, no individual amounts need be entered into the borrower's and seller's columns for the individual items which are covered by the overall

fee. In transactions involving more than one attorney, one attorney's fees should appear on Line 1107 and the other attorney's fees should be on Line 1111, 1112 or 1113. If an attorney is representing a buyer, seller, or lender and is also acting as a title agent, indicate on line 1107 which services are covered by the attorney fee and on line 1113 which services are covered by the insurance commission.

Line 1101 is used for the settlement agent's fee.

Lines 1102 and 1103 are used for the fees for the abstract or title search and title examination. In some jurisdictions the same person both searches the title (that is, performs the necessary research in the records) and examines title (that is, makes a determination as to what matters affect title, and provides a title report or opinion). If such a person charges only one fee for both services, it should be entered on Line 1103 unless the person performing these tasks is an attorney or a title company in which case the fees should be entered as described in the general directions for Lines 1100 - 1113. If separate persons perform these tasks, or if separate charges are made for searching and examination, they should be listed separately.

Line 1104 is used for the title insurance binder which is also known as a commitment to insure.

Line 1105 is used for charges for preparation of deeds, mortgages, notes, etc. If more than one person receives a fee for such work in the same transaction, show the total paid in the appropriate column and the individual charges on the line following the word "to."

Line 1106 is used for the fee charged by a notary public for authenticating the execution of settlement documents.

Line 1107 is used to disclose the attorney's fees for the transaction. The instructions are discussed in the general directions for Lines 1100 - 1113. This line should include any charges by an attorney to represent a buyer, seller or lender in the real estate transaction.

Lines 1108 - 1110 are used for information regarding title insurance. Enter the total charge for title insurance (except for the cost of the title binder) on Line 1108. Enter on Lines 1109 and 1110 the individual charges for the Lender's and owner's policies. Note that these charges are not carried over into the Borrower's and Seller's columns, since to do so would result in a duplication of the amount in Line 1108. If a combination Lender's/owner's policy is purchased, show this amount as an additional entry on Lines 1109 and 1110.

Lines 1111 - 1113 are for the entry of other title charges not already itemized. Examples in some jurisdictions would include a fee to a private tax service, a fee to a county tax collector for a tax certificate, or a fee to a public title registrar for a certificate of title in a Torrens Act transaction. Line 1113 should be used to disclose services that are covered by the commission of an attorney acting as a title agent when Line 1107 is already being

used to disclose the fees and services of the attorney in representing the buyer, seller, or lender in the real estate transaction.

Lines 1201 - 1205 are used for government recording and transfer charges. Recording and transfer charges should be itemized. Additional recording or transfer charges should be listed on Lines 1204 and 1205.

Lines 1301 and 1302 are used for fees for survey, pest inspection, radon inspection, lead-based paint inspection, or other similar inspections.

Lines 1303 - 1305 are used for any other settlement charges not referable to the categories listed above on the HUD - 1, which are required to be stated by these instructions. Examples may include structural inspections or pre-sale inspection of heating, plumbing, or electrical equipment. These inspection charges may include a fee for insurance or warranty coverage.

Line 1400 is for the total settlement charges paid from Borrower's funds and Seller's funds. These totals are also entered on Lines 103 and 502, respectively, in sections J and K.

Line Item Instructions for Completing HUD - 1A Note: HUD - 1A is an optional form that may be used for refinancing and subordinate lien federally related mortgage loans, as well as for any other one-party transaction that does not involve the transfer of title to residential real property. The HUD - 1 form may also be used for such transactions, by utilizing the borrower's side of the HUD - 1 and following the relevant parts of the instructions as set forth above. The use of either the HUD - 1 or HUD - 1A is not mandatory for open-end lines of credit (home-equity plans), as long as the provisions of Regulation Z are followed.

Background

The HUD - 1A settlement statement is to be used as a statement of actual charges and adjustments to be given to the borrower at settlement, as defined in this part. The instructions for completion of the HUD - 1A are for the benefit of the settlement agent who prepares the statement; the instructions are not a part of the statement and need not be transmitted to the borrower. There is no objection to using the HUD - 1A in transactions in which it is not required, and its use in open-end lines of credit transactions (home-equity plans) is encouraged. It may not be used as a substitute for a HUD - 1 in any transaction in which there is a transfer of title and a first lien is taken as security.

Refer to the "definitions" section of Regulation X for specific definitions of terms used in these instructions.

Information and amounts may be filled in by typewriter, hand printing, computer printing, or any other method producing clear and legible results. Refer to 3500.9 regarding rules for reproduction of the HUD - 1A. Additional pages may be attached to

the HUD - 1A for the inclusion of customary recitals and information used locally for settlements or if there are insufficient lines on the HUD - 1A.

The settlement agent shall complete the HUD - 1A to itemize all charges imposed upon the borrower by the lender, whether to be paid at settlement or outside of settlement, and any other charges that the borrower will pay for at settlement. In the case of "no cost" or "no point" loans, these charges include any payments the lender will make to affiliated or independent settlement service providers relating to this settlement. These charges shall be included on the HUD - 1A, but marked "P.O.C." for "paid outside of closing," and shall not be used in computing totals. Such charges also include indirect payments or back-funded payments to mortgage brokers that arise from the settlement transaction. When used, "P.O.C." should be placed in the appropriate lines next to the identified item, not in the columns themselves.

Blank lines are provided in Section L for any additional settlement charges. Blank lines are also provided in Section M for recipients of all or portions of the loan proceeds. The names of the recipients of the settlement charges in Section L and the names of the recipients of the loan proceeds in Section M should be set forth on the blank lines. Line Item Instructions for HUD - 1A The identification information at the top of the HUD - 1A should be completed as follows:

The borrower's name and address is entered in the space provided. If the property securing the loan is different from the borrower's address, the address or other location information on the property should be entered in the space provided. The loan number is the lender's identification number for the loan. The settlement date is the date of settlement in accordance with 3500.2, not the end of any applicable rescission period. The name and address of the lender should be entered in the space provided.

Section L. Settlement Charges. This section of the HUD - 1A is similar to Section L of the HUD - 1, with minor changes or omissions, including deletion of lines 700 through 704, relating to real estate broker commissions. The instructions for Section L in the HUD - 1, should be followed insofar as possible. Inapplicable charges should be ignored, as should any instructions regarding seller items.

Line 1400 in the HUD - 1A is for the total settlement charges charged to the borrower. Enter this total on line 1602 as well. This total should include Section L amounts from additional pages, if any are attached to this HUD - 1A.

Section M. Disbursement to Others. This section is used to list payees, other than the borrower, of all or portions of the loan proceeds (including the lender, if the loan is paying off a prior loan made by the same lender), when the payee will be paid directly out of the settlement proceeds. It is not used to list payees of settlement charges, nor to list funds disbursed directly to the borrower, even if the lender knows the borrower's intended use of the funds.

For example, in a refinancing transaction, the loan proceeds are used to pay off an existing loan. The name of the lender for the loan being paid off and the pay-off balance would be entered in Section M. In a home improvement transaction when the proceeds are to be paid to the home improvement contractor, the name of the contractor and the amount paid to the contractor would be entered in Section M. In a consolidation loan, or when part of the loan proceeds is used to pay off other creditors, the name of each creditor and the amount paid to that creditor would be entered in Section M. If the proceeds are to be given directly to the borrower and the borrower will use the proceeds to pay off existing obligations, this would not be reflected in Section M.

Line 1602 is the total amount from line 1400.

Line 1603 is the total amount from line 1520.

Line 1604 is the amount disbursed to the borrower. This is determined by adding together the amounts for lines 1600 and 1601, and then subtracting any amounts listed on lines 1602 and 1603.

(Approved by the Office of Management and Budget under control number 2502 - 0265)

[57 FR 49607, Nov. 2, 1992; 57 FR 56857, Dec. 1, 1992, as amended at 59 FR 6515, Feb. 10, 1994; 59 FR 53908, Oct. 26, 1994; 60 FR 8816, Feb. 15, 1995; 60 FR 24735, May 9, 1995; 61 FR 13251, Mar. 26, 1996]

EXHIBIT 63

RELOCATION PROCESS UNDER THE URA*

*Uniform Relocation Act Rules
Effective 4/2/89 (HUD Handbook 1378)

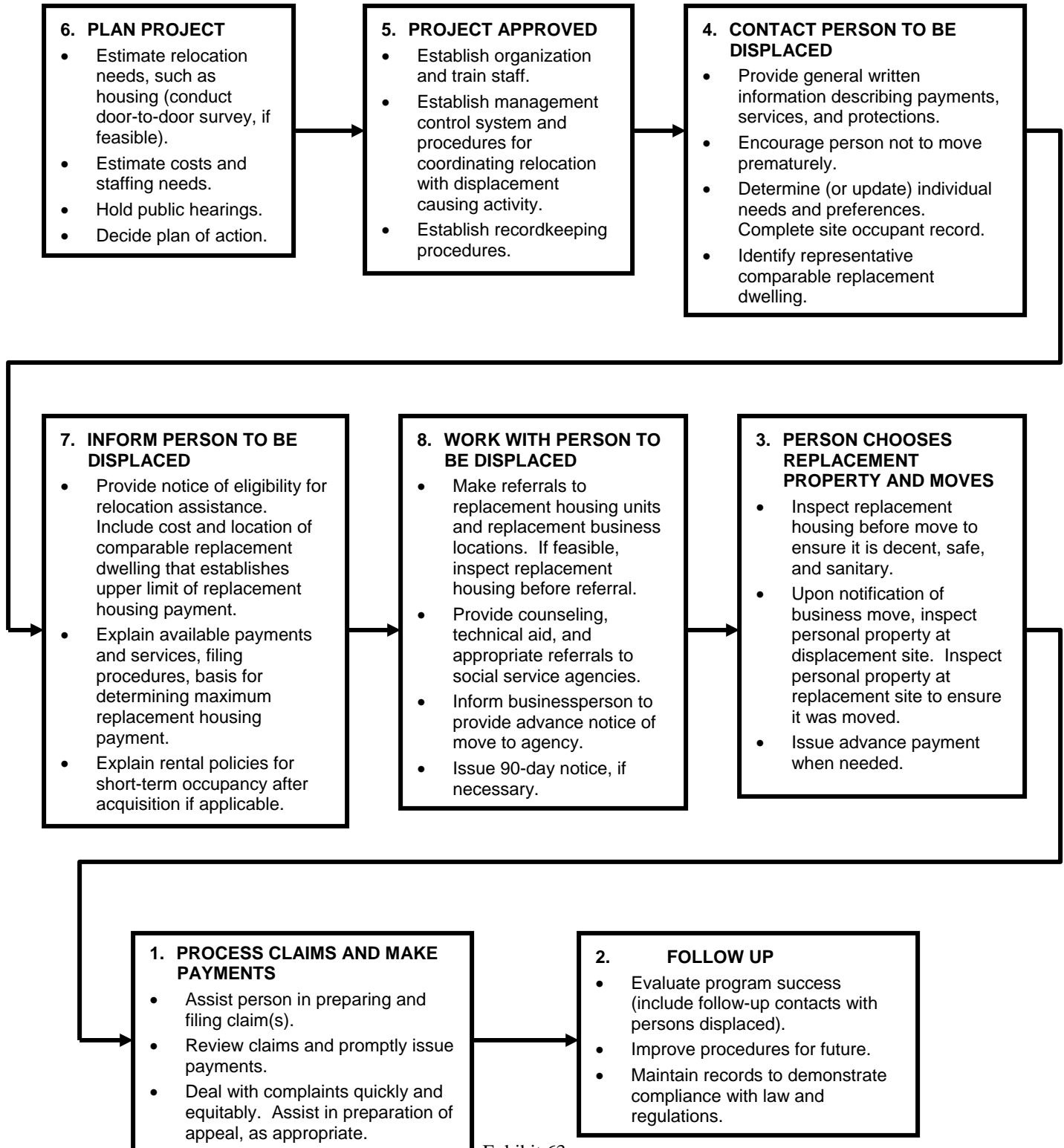


EXHIBIT 64A

HUD Handbook 1378

Appendix 5

GUIDEFORM NOTICE OF ELIGIBILITY FOR RELOCATION ASSISTANCE -- 180-DAY HOMEOWNER

Grantee or Agency Letterhead

(date)

Dear _____:

This is a notice of eligibility for relocation assistance. As discussed with you, it will be necessary for you to move after the _____ (Agency) _____ acquires your home at _____ (address) _____ for the planned _____ (identify project) _____. However, you do not need to move now. You will not be required to move without at least 90 days advance written notice of the date by which you must vacate. And when you do move, you will be entitled to relocation payments and other assistance in accordance with Federal regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA). The effective date of this notice is _____ (date of initiation of negotiations) _____. You are now eligible for relocation assistance.

You may choose either (1) a payment for your actual reasonable moving and related expenses, or (2) if you prefer, a fixed moving expense and dislocation allowance of \$ _____.

Since you owned and occupied your home for at least 180 days prior to (date of initiation of negotiations), you may qualify for a replacement housing payment to cover the following costs:

- 1) Purchase Price Differential. Since we have determined that a "comparable replacement home" will cost more than the value of your present home, you may receive a purchase price differential payment up to \$ _____ as discussed below.
- 2) Incidental Expenses. You will be reimbursed for all reasonable costs incidental to the purchase of your new home, such as recording fees, the title insurance premium, and transfer taxes.
- 3) Mortgage Interest Differential. It is our understanding that the interest rate on your current mortgage is _____ % and that the current prevailing rate for a similar mortgage is _____ %. Assuming these interest rates and an outstanding principal balance of \$ _____ on your current mortgage, you may qualify for a payment for additional mortgage financing costs up to \$ _____. The exact amount will be determined at the closing and will depend on the actual interest rate on your new mortgage and the amount you borrow.

Listed below are three "comparable replacement homes" that you may wish to consider buying:

	Address	Asking Price	Name and Tele. No. of Person to Contact
4)	_____	_____	_____
5)	_____	_____	_____
6)	_____	_____	_____

We would be glad to provide you with transportation to inspect these dwelling units. We believe that the unit at _____(address)_____ is the most representative of your present home. Since that unit would cost \$_____ more than we have offered you for your present home, you may be eligible for a purchase price differential payment up to \$_____. This is the maximum differential that you are eligible to receive. If you purchase a decent, safe and sanitary replacement home that costs less than \$_____ the price differential payment would be based on the actual purchase price.

Contact us immediately if you do not agree that these units are comparable to your home. We will explain the basis for our selecting these units and, if necessary, we will find other units. We will not base your payment on any unit that is not a "comparable replacement home." Should you wish to rent (rather than buy) a comparable replacement home, let us know. We will help you find comparable rental housing and explain your eligibility for a rental assistance payment.

I am enclosing a brochure entitled, "Relocation Assistance to Displaced Homeowners." Please read the brochure carefully. It explains your rights and some things you must do to obtain a payment. For example, to obtain a replacement housing payment you must purchase and move to a decent, safe and sanitary home within one year after you move (or receive your final acquisition payment, if later). Therefore, do not commit yourself to buy or rent a unit before we inspect it.

I want to make it clear that you are eligible for assistance to help you relocate. In addition to relocation payments and housing referrals, counseling and other services are available to you. A representative of this office will soon contact you to determine your needs and preferences. That representative will explain your rights and help you find replacement housing and obtain the relocation payments and other assistance for which you are eligible. If you have any questions, please contact _____(name)_____, _____(title)_____ at _____(phone)_____, _____(address)_____.

Remember, do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

_____(name and title)_____

Enclosure

NOTES

- 1) The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See Paragraph 2-3d of Handbook.)

- 2) This is a guideform. It should be revised to reflect the circumstances.

Exhibit 64B

Handbook 1378

Appendix 6

GUIDEFORM NOTICE OF ELIGIBILITY FOR RELOCATION ASSISTANCE -- RESIDENTIAL TENANT

Grantee or Agency Letterhead

(date)

Dear _____:

On ____ (date) ____, we notified you of proposed plans to ____ (identify project) _____. On ____ (date) ____, the project was approved.

This is a notice of eligibility for relocation assistance. To carry out the project, it will be necessary for you to relocate. However, you do not need to move now. You will not be required to move without at least 90 days advance written notice of the date by which you must vacate. And when you do move, you will be entitled to relocation payments and other assistance in accordance with Federal regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).

The effective date of this notice is ____ (date of initiation of negotiations.) _____. You are now eligible for relocation assistance, including:

Counseling and Other Advisory Services.

Payment for Moving Expenses. You may choose either (1) a payment for your actual reasonable moving and related expenses, or (2) if you prefer, a fixed moving expense and dislocation allowance of \$_____.

Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors, including the cost of a "comparable replacement home," the monthly rent and average cost of utility services for your present home, and 30 percent of your average gross household income.

Listed below are three "comparable replacement homes" that you may wish to consider:

Address	Rent and Utility Costs	Name and Tele. No. of Person to Contact
1)		
2)	_____	_____
3)	_____	_____

We would be pleased to provide you with transportation to inspect these dwelling units. We believe that the unit at ____ (address) ____ is the most representative of your present home. The

rent and the estimated average cost of utility services for that unit is \$_____. Based on the information you have provided about your income, you may be eligible for a rental assistance payment up to \$_____ (42 x \$_____). This is the maximum amount that you would be eligible to receive. It would be paid in _____ (indicate number of installments or lump sum)_____. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than \$_____, your rental assistance payment would be based on the actual cost of such unit.

Contact us immediately if you do not agree that these units are comparable to your home. We will explain the basis for our selecting these units. And, if necessary, we will find other units. We will not base your payment on any unit that is not a "comparable replacement home." Should you choose to buy (rather than rent) a decent, safe and sanitary replacement home, you would be eligible for a down payment of \$_____. Let us know if you would prefer to buy a replacement home, and we will help you find such housing.

I am enclosing a brochure entitled, "Relocation Assistance to Tenants Displaced From Their Homes." Please read the brochure carefully. It explains your rights and some things you must do to obtain a payment. For example, to obtain a replacement housing payment you must move to a decent, safe and sanitary home within one year after you vacate your present home. Therefore, do not commit yourself to rent or buy a unit until we inspect it.

I want to make it clear that you are eligible for assistance to help you relocate. In addition to relocation payments and housing referrals, counseling and other services are available to you. A representative of this office will soon contact you to determine your needs and preferences. He/She will explain your rights and help you obtain the relocation payments and other assistance for which you are eligible. If you have any questions, please contact _____ (name)_____, _____ (title)_____ at _____ (phone)_____, _____ (address)_____.

Remember, do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

_____ (name and title)_____

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